

# REQUEST FOR PROPOSAL



FOR

PRISON HEALTHCARE SERVICES

Solicitation No.: 20008-A21-01

RELEASE DATE: MARCH 5, 2021

**RFP OPENING DATE: APRIL 16, 2021, at 2:00 PM**

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE  
OFFICE OF THE MAYOR-PRESIDENT  
DIVISION OF PURCHASING

March 5, 2021

## **KEY REMINDERS TO PROSPECTIVE PROPOSERS**

1. Read the solicitation in its entirety.
2. Contact the designated purchasing official only.
3. Check the supplier self-portal frequently.
4. Take advantage of the question and answer period.
5. Provide complete answers and descriptions.
6. Review the RFP and your proposal before submitting.
7. Submit your proposal on time, before the deadline.
8. Retain the complete set of specifications and contract documents for your files.

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**City of Baton Rouge, Parish of East Baton Rouge, Louisiana**  
**Request for Proposal No. 20008-A21-01**  
**PRISON HEALTHCARE SERVICES**  
**MARCH 5, 2021**

**1. Purpose**

The City of Baton Rouge, Parish of East Baton Rouge invites interested parties to submit competitive proposals from bona fide, qualified Proposers who are interested in providing on-site primary health care services to include medical, dental, and mental health, and related support services for inmates in the custody of the East Baton Rouge Parish Sheriff's Office at the East Baton Rouge Parish Prison. Proposer will be able to coordinate comprehensive off-site hospital and specialty health care services for the inmates in custody utilizing the state's prison health care model.

Through this RFP, City-Parish seeks one (1) contract to provide on-site primary health care while coordinating with the state's new prison health care model to ensure accessibility to emergency services, off-site specialty care, and hospitalization.

The provision of services is primarily provided on-site at the prison. Specialized services may be provided through arrangements with area providers such as hospitals, clinics, medical specialists, laboratories, community third-party providers, the Louisiana Department of Public Safety & Corrections, and other specialized providers.

The City-Parish is soliciting proposals to provide health care services at the following location:

East Baton Rouge Parish Prison  
2867 Brig General Isaac Smith Ave.  
Baton Rouge, LA 70807

**2. General Instructions**

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing  
P.O. Box 1471  
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **April 16, 2021**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division  
222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 826  
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **April 16, 2021**, by **2:00 PM**. The proposal shall consist of:

- One (1) signed hardcopy of the original proposal in a sealed envelope, marked [***Original***] **Prison Healthcare Services**, five (5) additional hardcopies of the signed proposal in a sealed envelope, marked

[*Copy*] **Prison Healthcare Services**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **Prison Healthcare Services**, and one (1) redacted copy of vendor's proposal.

- A signed cover letter including the company's name, address, Proposer's name, Proposer's title, Proposer's telephone number, and Proposer's email address.
- Summary of Proposer's qualifications and experiences that relate to the ability to perform the ***prison healthcare services*** as outlined and requested in this RFP.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFP. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the ***prison healthcare services*** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

### **3. Receipt of Proposals**

**PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.**

The City-Parish will NOT accept proposals delivered after the deadline.

### **4. Schedule of Events**

<b><i>Item</i></b>	<b><i>Anticipated Schedule</i></b>
<i>RFP Issued</i>	March 5, 2021
<i>Pre-Proposal Conference</i>	March 23, 2021 (1:00 PM)
<i>Deadline to Receive Written Inquiries</i>	March 29, 2021
<i>Deadline to Answer Written Inquiries</i>	April 7, 2021
<i>Proposal Submission Deadline</i>	April 16, 2021 (2:00 PM)
<i>Oral Discussions with Proposers (if needed)</i>	May 3 – May 7, 2021
<i>Notice of Intent to Award</i>	May 13, 2021
<i>Contract Initiation</i>	July 2021

**The City-Parish reserves the right to deviate from these dates.**

**A Non-Mandatory Pre-Proposal Conference will be held on March 23, 2021, at 1:00 PM in the City Hall Purchasing Bidding Room:**

**222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 806  
Baton Rouge, LA 70802**

**Potential Proposers may also join the Non-Mandatory Pre-Proposal Conference via teleconference by phone:**

**(408) 418-9388  
Access Code: 263 373 080**

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in “Attachment F” for *prison healthcare services* and the proposal forms shown in “Attachment B” and “Attachment B-1.”

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

**Proposer Inquiry**

Proposers shall submit ONLY written questions related to the proposal prior to March 29, 2021, to:

**Kris Goranson  
Director  
Purchasing Division  
P.O. Box 1471  
Baton Rouge, LA 70821  
Email: RFPA2101EBRPPHC@brla.gov  
Fax: (225)-389-4841**

or deliver by hand to the physical location:

**222 Saint Louis Street, Rm. 826  
Baton Rouge, LA 70802**

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than March 29, 2021.

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

**By responding to this RFP, the Proposer agrees to the City-Parish’s required Contract Terms and Conditions as provided in “Attachment F” and therefore waives any future right to contest the required provisions.**



## **5. Intent**

It is the intent of this Request for Proposal (“RFP”) to locate qualified vendors who are interested and able to provide and coordinate comprehensive medical care services and associated systems of care for inmates at the East Baton Rouge Parish Prison. The selected vendor shall work cooperatively with the East Baton Rouge Parish Sheriff’s Office, City of Baton Rouge - Parish of East Baton Rouge, Louisiana Department of Public Safety & Corrections, community third-party service providers, and local healthcare providers. The provision of inmate health services by the vendor shall include comprehensive medical care including physical, mental, and dental care, administering and prescribing medicine, women’s health, coordination with mental health care providers, clinic time, and other services as more specifically identified in this RFP.

The City-Parish intends to award a contract to the Proposer selected as most qualified in providing the medical health care services that meet the needs of parish inmates.

## **6. Background**

The East Baton Rouge Parish Prison is managed by the East Baton Rouge Parish Sheriff’s Office, who is primarily accountable for the care, custody, and control of the inmates housed in the facility, as well as policy, procedure, and correctional officer staffing. The City-Parish is responsible for the physical plant and healthcare services provided to inmates in the facility.

The East Baton Rouge Parish Prison is located at:

**2867 Brig General Isaac Smith Ave.  
Baton Rouge, LA 70807**

The prison houses both male and female inmates and has a maximum capacity of around 1,500 inmates. The average daily population of inmates incarcerated at the facility during the month of January 2021, is included in this RFP as “Attachment E.”

Louisiana's public health system, previously operated by Louisiana State University's medical community, no longer exists. Historically, this health system, which consisted of ten (10) hospitals and various specialty clinics throughout the state, served as the principal source for offender care. However, the state has since partnered with community hospitals. Delineation of care, provided services, and payment responsibility between the Louisiana Department of Public Safety & Corrections and on-site prison healthcare providers is included in this RFP as “Attachment D.” Additional questions and clarification regarding this delineation should be directed to the Louisiana Department of Public Safety & Corrections prior to Proposal submission.

The budgetary allocation for this project is not expected to exceed \$5.7 million, per annum.

## **7. Mission**

Through this RFP, it is the mission of the City-Parish to provide comprehensive, quality healthcare services to inmates within our care, who are ultimately released as productive, law-abiding citizens.

## **VISION**

It is the vision of the City-Parish to provide inmates a quality system of healthcare that provides comprehensive medical, mental, and dental services, as well as health-related educational programming to assist inmates in improving their behavioral choices, which can then lead to healthier outcomes.

## **WE BELIEVE**

- All inmates are valuable individuals who are worthy of dignity and respect.
- All inmates are capable of development and making healthier decisions.
- All inmates should have a safe environment in which to complete their sentence.

## **WE VALUE**

- The commitment, expertise, and professionalism of our staff.
- The continued safety and care of the inmates within our custody.
- The families, the community, and all partnerships that instill constructive and positive change in our inmates.

## **8. Scope of Work**

All requested and provided comprehensive inmate health care services shall be provided in a manner which maintains current accreditation by the National Commission on Correctional Health Care (NCCHC) and meets or exceeds the established standards of the NCCHC, the Louisiana Department of Public Safety & Corrections' Basic Jail Guidelines, and all other federal, state, and local laws relating to healthcare services provided in correctional institutions.

The Proposer must define a system to provide for all of the following aspects of inmate health care services as established by the NCCHC. Details and specifications regarding the requirements of this *Scope of Work* are included in *Section 18: "Proposal Submission Requirements"* of this RFP.

### **Governance and Administration**

- Access to Health Care
- Responsible Health Authority ("RHA")
- Medical Autonomy
- Administrative Meetings and Reports
- Policies and Procedures
- Continuous Quality Improvement Program
- Privacy of Care
- Health Records
- Procedure in the Event of an Inmate Death
- Grievance Process for Health Care Complaints

### **Health Promotion, Safety, and Disease Prevention**

- Healthy Lifestyle Promotion
- Infectious Disease Prevention and Control
- Clinical Preventive Services
- Medical Surveillance of Inmate Workers
- Suicide Prevention and Intervention
- Contraception
- Communication on Patients' Health Needs

- Patient Safety
- Staff Safety

### **Personnel and Training**

- Credentials
- Clinicals Performance Enhancement
- Professional Development
- Health Training for Correctional Officers
- Medication Administration Training
- Inmate Workers
- Staffing
- Health Care Liaison
- Orientation for Health Staff

### **Ancillary Health Care Services**

- Pharmaceutical Operations
- Medication Services
- Clinic Space, Equipment, and Supplies
- On-Site Diagnostic Services
- Medical Diets
- Patient Escort
- Emergency Services and Response Plan
- Hospital and Specialty Care

### **Patient Care and Treatment**

- Information on Health Services
- Receiving Screening
- Transfer Screening
- Initial Health Assessment
- Mental Health Screening and Evaluation
- Oral Care
- Nonemergency Health Care Requests and Services
- Nursing Assessment Protocols and Procedures
- Continuity, Coordination, and Quality of Care During Incarceration
- Discharge Planning

### **Special Needs and Services**

- Patients with Chronic Disease and Other Special Needs
- Infirmary-Level Care
- Mental Health Services
- Medically Supervised Withdrawal and Treatment
- Counseling and Care of the Pregnant Inmate
- Response to Sexual Abuse
- Care for the Terminally III

### **Medical Legal Issues**

- Restraint and Seclusion
- Segregated Inmates
- Emergency Psychotropic Medication

- Therapeutic Relationship, Forensic Information, and Disciplinary Actions
- Informed Consent and Right to Refuse
- Medical and Other Research

## **9. Evaluation and Selection**

**The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.**

The City-Parish will assess proposals *generally according to the established standards of the NCCHC* as set forth in the requirements section of this RFP, and all federal, state, and local laws relating to health care services provided in correctional institutions, including the Louisiana Department of Public Safety & Corrections' Basic Jail Guidelines.

The Purchasing Division evaluation committee will evaluate responsive RFP submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFP. Proposers will be assessed on the below listed criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule:

<b><u>Background &amp; Experience</u></b>	<b>Maximum Points</b>
Company Background & Experience	20
<b><u>Technical Criteria</u></b>	
Governance and Administration	30
Health Promotion, Safety, and Disease Prevention	10
Personnel and Training	14
Ancillary Health Care Services	10
Patient Care and Treatment	30
Special Needs and Services	20
Medical-Legal Issues	6
<b><u>Cost</u></b>	
Cost	60
<b>TOTAL POINTS</b>	<b>200</b>

Proposer must receive a minimum score of 98 points of the total available points (140) in *Background & Experience* and *Technical Criteria* to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to Cost Evaluation.**

## **Cost Evaluation**

The Purchasing Division evaluation committee will then evaluate responsive proposals on cost. Prices proposed shall be firm but subject to negotiation.

Pricing will be evaluated by all costs, inclusive of the maximum fee for all services and by all other costs, if any, proposed by the Proposer.

The Proposer with the lowest total cost for comprehensive healthcare services provided to the East Baton Rouge Parish Prison facility shall receive the maximum allocated points, a portion of these points, or no points, depending upon the merit of its cost section of the Proposal.

**The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. Each service should be broken down and totaled for fixed price per-day per-inmate.**

Proposers shall receive cost points based upon the following formula:

$$\text{CCS (points)} = (\text{LPC}/\text{TCP}) \times \text{MAXIMUM}$$

CCS = Computed Cost Score (points) for Proposer being evaluated;

LPC = Lowest Proposed Cost of all Proposers;

TCP = Total Cost of Proposer being evaluated;

MAXIMUM = Maximum Allocated Points for cost being evaluated

The point scores for Background & Experience, Technical Criteria, and Cost will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award. The formula for selection is as follows:

$$\text{B\&E} + \text{TC} + \text{CCS} = \text{TOTAL SCORE}$$

B&E = Background and Experience

TC = Technical Criteria

CCS = Computed Cost Score

During review of any proposal at any time, the Purchasing Division evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;
- Seek clarification of a proposal or additional information from any Proposer and consider the same for the evaluation of proposals;
- Waive any requests or requirements, if such waiver is in the best interest of the City-Parish; and
- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

## **10. Notice of Intent to Award**

Upon review and approval of the Purchasing Division evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

## **11. Contract Negotiations**

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

**In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.** The Proposer needs to address the specific language in the sample contract "Attachment F" and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

## **12. Ownership**

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

### **Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

*“The data contained on page(s) XX and/or section(s) XX of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City- Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – **“Redacted Copy”** – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

### **13. Legibility / Clarity**

Responses to the requirements of this RFP in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **14. Effects**

The City-Parish is not responsible for any cost associated with RFP development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

#### **Changes, Addenda, & Withdrawals**

The City-Parish reserves the right to change the schedule of events or issue addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **Prison Healthcare Services**.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

### **Deliverables**

The deliverables and structure listed in “Attachment A” are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### **Acceptance**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **Rejection**

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

**Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.**

### **Order of Precedence**

In the event of an inconsistency between the contract, the RFP, and/or the Proposer’s proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any), and finally, the Proposer’s proposal.

## **15. Required Attachments with Proposal**

In addition to the proposal, which shall include cost and staffing, Proposers are required to complete and submit the following attachments:

- “Attachment B”            Proposal Forms
- “Attachment B-1”        Pricing Schedule
- “Attachment C”           Insurance Requirements
- “Attachment F”           Sample Contract



## **16. Sample Agreement**

The City-Parish supplies a sample professional services agreement in “Attachment F.”

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

## **17. Taxes**

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer’s cost.

## **18. Proposal Submission Requirements**

It shall be a requirement of the Proposer to demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section. Relative to the requirements presented related to comprehensive inmate healthcare services, all requested and provided services shall be provided in a manner which maintains current accreditation by the National Commission on Correctional Health Care (NCCHC) and meets or exceeds the established standards of the NCCHC, the Louisiana Department of Public Safety & Corrections’ Basic Jail Guidelines, and all other federal, state, and local laws relating to healthcare services provided in correctional institutions.

Proposers must respond to each of the following requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services in other correctional institutions must be provided within the Proposer’s response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Demonstrated requirements of proposal submission are as follows:

1. **Company Background and Experience (20 Points)**
  - a. Proposer should give a brief description of the company including brief history, corporate or organization structure, and number of years in business.
  - b. Proposer must be qualified and experienced in providing comprehensive medical care services in a correctional environment, including providing services in a facility accredited under the National Commission on Correctional Health Care (NCCHC).
  - c. In substantiation of the requirement above, the Proposer must:
    - i. Specify the name(s) and location(s) of each facility Proposer has provided services.
    - ii. Specify what type of accreditation the facility possessed, and if so, the dates of the accreditation, if known.

- iii. Include data on the average inmate census, the types of medical services provided, and frequency of the different types of medical services.
- iv. Identify the services provided at each facility.
- v. Provide at least three references, with titles and contact information, for each facility. Please note: City-Parish intends to contact listed references.
- vi. The Proposer should include a description of all legal action - pending or filed in the past five (5) years - that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of a business association with the Proposer; If the Proposer does not have any legal action pending or filed within the past five (5) years, then the Proposer should provide a statement indicating no legal actions.
- vii. Proposer should also identify contracts that have been terminated in the last five (5) years. If there are none, then a statement must be included indicating no terminated contracts for the specific timeframe.
- d. With respect to accreditation, the Proposer must:
  - i. Specify in their proposal whether they have obtained NCCHC accreditation in the past, and the status of each of those accreditations.
  - ii. Explain why, if any, accreditation was not renewed.

## 2. Governance and Administration (30 Points)

- a. Proposer must establish health care services that ensure access to care, professional administration of all aspects of health care, and monitoring and quality improvement policies that effectively process health care issues from identification through resolution. All aspects of governance and administration must be addressed by written policy and defined procedures.
- b. Access to Care
  - i. Proposer must ensure inmates have access to care for any medical, dental, and/or mental health need; specifically, in a timely manner, a patient is seen by a qualified health care professional, is rendered a clinical judgement, and receives care that is ordered.
- c. Responsible Health Authority
  - i. Proposer must define the role of an on-site responsible health authority (RHA) and designate a position as such, as well as listing required credentials for the position, who ensures the facility maintains a coordinated system for health care delivery and is the designated representative for the Proposer to City-Parish.
- d. Medical Autonomy
  - i. Proposer must ensure that health care decisions are made by qualified health care professionals for clinical purposes and implemented in an effective and safe manner.
- e. Administrative Meetings and Reports
  - i. Proposer must work with correctional administrators to coordinate the health care delivery system through joint monitoring, planning, and problem resolution.
  - ii. *Meetings*
    - 1. The designated responsible health authority (RHA) must be present at any meeting, as requested, by the Sheriff, Warden, or City-Parish.
    - 2. Proposer must make itself available for annual review meetings with City-Parish.
    - 3. Proposer must ensure administrative meetings are held at least quarterly and attendance is required of the RHA and requested of the Sheriff, Warden, and City-Parish, or their designees to discuss reporting, metrics, services, outcomes, and other operational issues. The City-Parish reserves the right to ask for additional information.
    - 4. Proposer must ensure health staff meetings are held at least monthly to address pertinent health care issues.

iii. *Reports*

1. Proposer should provide examples and documentation of data, statistics, and reports Proposer currently provides to correctional institutions and governmental entities as part of existing contractual relationships, including qualitative, quantitative, and compliance reports.
2. At a minimum, Proposer should provide the following data, statistics, and reports.
3. *Daily Report.* Proposer shall submit to City-Parish and Warden a daily report for the previous 24 hours prior to 0900 hours which includes the following:
  - a. Transfers to off-site hospital emergency departments
  - b. Communicable disease reporting
  - c. Suicide data (i.e., attempts and precautions taken)
  - d. Fatalities
  - e. Report of status of inmates in local hospitals and infirmaries
  - f. Staffing rosters
  - g. Submit completed medical incident report copies, including mental health
  - h. Submit completed medical grievance report copies
  - i. A list of lost medical files (if any)
  - j. Receiving screenings performed
  - k. Unusual / Remarkable events
  - l. Daily census
4. *Statistical Reports.* Proposer shall maintain general statistics and record keeping about the services provided. Proposer shall make available to City-Parish, monthly or as requested, accrued data regarding services provided, and made available no later than the fifth day of the following month. Monthly statistical reports should include service volume and incidence of certain illnesses, diseases, and injuries. Such reports shall be in a format that does not contain any personally identifiable information about inmates.
  - a. Proposer shall make the following aggregated statistics available on a monthly basis:
    - i. Service Volume (by category of care and encounter)
    - ii. Incidence of Certain Illnesses
    - iii. Infectious Disease Monitoring
    - iv. Emergency Services and Hospital Admissions Provided
    - v. Access, Timeliness of Health Services, and Follow-Up
    - vi. Missed Appointments to treatment standards
    - vii. Grievance Statistics
    - viii. Inmate requests for various services
    - ix. Inmates seen at sick call
    - x. Inmates seen by physician
    - xi. Inmates seen by dentist
    - xii. Inmates seen by psychiatrist
    - xiii. Inmates seen by psychologist
    - xiv. Inmates seen by OB/GYN
    - xv. Inmates seen by case manager
    - xvi. Mental Health screenings, assessments, evaluations, and referrals
    - xvii. Medical specialty consultation referrals
    - xviii. Referrals to community service providers
    - xix. Referrals to community service providers at discharge
    - xx. Intake medical screening

- xxi. History and physical assessments
  - xxii. Psychiatric evaluations
  - xxiii. Specialty clinics attendance and screenings in house
  - xxiv. Diagnostic studies
  - xxv. Report of third-party reimbursement, pursuit of recovery
  - xxvi. Percentage of inmate population dispensed medication
  - xxvii. Inmates testing positive for venereal disease
  - xxviii. Inmates testing positive for AIDS or AIDS antibodies
  - xxix. Inmates testing positive for TB
  - xxx. Inmate mortality
  - xxxi. Number of hours worked by entire medical staff, specifying each post or shift
  - xxxii. Other data requested by the City-Parish
5. *Offsite Activity Report.* Proposer shall provide a monthly off-site activity report no later than the fifth day of the following month. The report shall contain all off-site outpatient, in-patient, emergency room, and clinical services visits.
  6. *Credential Report.* Proposer shall submit an annual Credential Report by calendar year, due each year by no later than January 15, to City-Parish on all applicable certifications, accreditations, and licenses during the life of the awarded contract.
  7. *Health Appraisal Status Report.* Proposer shall submit an annual Health Appraisal Status Report by calendar year, due each year no later than January 15 to City-Parish. This report shall include, as applicable:
    - a. Service Volume (by category of care and encounter)
    - b. Incidence of Certain Illnesses
    - c. Infectious Disease Monitoring
    - d. Emergency Services and Hospital Admissions Provided
    - e. Access, Timeliness of Health Services, and Follow-Up
    - f. Missed Appointments to treatment standards
    - g. Grievance Statistics
    - h. Inmate requests for various services
    - i. Inmates seen at sick call
    - j. Inmates seen by physician
    - k. Inmates seen by dentist
    - l. Inmates seen by psychiatrist
    - m. Inmates seen by psychologist
    - n. Inmates seen by OB/GYN
    - o. Inmates seen by case manager
    - p. Mental Health screenings, assessments, evaluations, and referrals
    - q. Medical specialty consultation referrals
    - r. Referrals to community service providers
    - s. Referrals to community service providers at discharge
    - t. Intake medical screening
    - u. History and physical assessments
    - v. Psychiatric evaluations
    - w. Specialty clinics attendance and screenings in house
    - x. Diagnostic studies
    - y. Report of third-party reimbursement, pursuit of recovery
    - z. Percentage of inmate population dispensed medication
    - aa. Inmates testing positive for venereal disease
    - bb. Inmates testing positive for AIDS or AIDS antibodies
    - cc. Inmates testing positive for TB
    - dd. Inmate mortality

- ee. Number of hours worked by entire medical staff, specifying each post or shift
  - ff. Other data requested by the City-Parish
- f. Policies and Procedures
  - i. Proposer must ensure that health care policies and procedures are developed, documented, and readily available to medical and correctional staff.
  - ii. Policies and procedures must be site specific and reviewed at least annually by the RHA and City-Parish.
  - iii. Proposer must ensure health staff review policies and procedures any time they are revised or new policies are introduced.
  - iv. *Procedures Manual*: Proposer shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the NCCHC. A separate communicable disease manual shall also be maintained onsite.
- g. Continuous Quality Improvement Program
  - i. Proposer must develop a continuous quality improvement (CQI) program that monitors and improves health care delivered in the facility.
  - ii. Proposer must establish a quality improvement committee with representatives from the major program areas (medical, mental health, and dental), City-Parish and Warden, or their designees, the Proposer's RHA, and other representatives as requested by the City-Parish. The committee shall meet not less than quarterly.
  - iii. The Proposer shall describe how it will implement and maintain a CQI that incorporates clinical and non-clinical findings from the quality improvement committee and previously established reporting. In addition, the program shall include review of critical incidents based upon frequency of occurrence and severity of impact.
  - iv. Results of the CQI reviews, as well as recommendations for corrective action, will be provided to Proposer. Proposer will take recommended corrective action, or will advise the City-Parish in writing why such corrective action should not be taken. Proposer will cooperate with procedures to resolve any impasse in recommendations to take corrective actions.
- h. Privacy of Care
  - i. Proposer must ensure that health care encounters and exchanges of information remain private, in accordance with HIPAA. Discussions of protected patient health information and clinical encounters are conducted in private. Additionally, privacy should be afforded during physical exams, with special considerations for pelvic, rectal, breast, or other genital exams.
- i. Health Records
  - i. Proposer must ensure that a confidential health record is created and maintained using a standardized format.
  - ii. Describe Proposer's medical records system, including electronic access, protections, input, and maintenance process for medical records. Provide examples of medical records systems in place at existing detention and/or correction facilities where Proposer is providing services.
  - iii. *Confidentiality*. Proposer shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of City-Parish. In the event of a contract termination, Proposer shall confirm City-Parish has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices.
  - iv. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to:
    - 1. Pre-screen history
    - 2. Medical evaluation report
    - 3. Complaints of injury or illness and action taken

4. Physician orders
  5. Progress notes
  6. Names of all personnel treating, prescribing, and/or issuing education
  7. Medications administered
  8. All laboratory, x-ray, and other documentation of treatment provided, and
  9. Documentation of all off-site services.
  - v. When an inmate is transferred to another correctional or medical facility, a copy of the current health record or a comprehensive health summary accompanies the inmate, and the Proposer must ensure the transfer and sharing of health records complies with state and federal law.
  - j. Procedure in the Event of an Inmate Death
    - i. Proposer should define a notification process in the event of an inmate death to notify City-Parish, not longer than 12 hours following death.
    - ii. Proposer must conduct a thorough review of all deaths in custody in an effort to improve care and prevent future deaths.
    - iii. Proposer must ensure a physician-led clinical mortality review is conducted by the Proposer within 30 days. The medical director must be involved with this process.
    - iv. An administrative review is conducted in conjunction with correctional staff and City-Parish within 30 days.
    - v. A psychological autopsy is performed on deaths by suicide within 30 days.
    - vi. Health care staff are informed of pertinent findings of all reviews.
  - k. Grievance Process for Health Care Complaints
    - i. Proposer must protect a patient's right to disagree with or question the health care system by ensuring a grievance process is in place.
    - ii. The grievance policy shall include a time frame for response, documentation of response, be based on principles of adequate medical care, and include the process for appeal.
3. Health Promotion, Safety, and Disease Prevention (10 Points)
- a. Proposer must address the need to optimize education, safety, and preventative care and ensure that policies and procedures related to these standards involve health care and correctional staff. All aspects of health promotion, safety, and disease prevention must be addressed by written policy and defined procedures.
  - b. Healthy Lifestyle Promotion
    - i. Proposer must ensure that health care policies, procedures, and practices emphasize health promotion, wellness, and recovery.
    - ii. Proposer must ensure that patients receive individual health education and instruction in self-care for their health conditions and that general health education is accessible to all inmates.
    - iii. General health care educational topics shall include, but not necessarily be limited to, mental health, nutrition, sexually transmitted diseases, infectious diseases such as TB, Hepatitis C, Hepatitis B, and HIV, smoking, chronic disease, and oral health.
    - iv. Proposer must provide recommendations for all medical and special needs diets.
  - c. Infectious Disease Prevention and Control
    - i. Proposer must ensure a comprehensive institutional program that includes surveillance, prevention, and control of communicable disease, specifically:
      1. Medical, dental, and laboratory equipment and instruments are appropriately cleaned, decontaminated, and sterilized, per applicable recommendations and/or regulations.
      2. Sharps and biohazardous wastes are disposed of properly

3. Surveillance to detect inmates with infectious and communicable disease is effective.
4. Inmates with contagious diseases are identified and, if indicated, medically isolated in a timely fashion.
5. Infected patients receive medically indicated care.
- ii. Proposer must ensure inmates who are released with communicable or infectious diseases have documented community referrals, as medically indicated.
- iii. Proposer should specify how it has handled a communicable / infectious disease outbreak (for example, chicken pox, lice, flu, or COVID-19 outbreak).
  - a. Include any policies, procedures, and/or reports and notifications advising treatment plans.
  - b. Include a description of employees responsible for managing such an incident, who would be responsible for the reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.
- d. Clinical Prevention Services
  - i. Proposer must ensure inmates are provided with clinical preventive services as medically indicated.
  - ii. Proposer must ensure the responsible physician determines medical necessity and/or timing of screenings and other preventive services (mammograms, colorectal screening, prostate screening, pap smears), as well as the frequency and content of periodic health assessments.
  - iii. The responsible physician shall determine the medical necessity and/or timing of screening and treatment for communicable diseases.
  - iv. Immunizations shall be administered to patients as clinically indicated.
- e. Medical Surveillance of Inmate Workers
  - i. Proposer must ensure the health and safety of the inmate worker population are protected.
  - ii. Proposer must ensure an initial medical screening of an inmate for contraindications to a work program, based on job risk factors and patient condition, is conducted prior to enrollment in the program.
  - iii. Proposer must ensure ongoing medical screenings of inmates in work programs is conducted in a way that affords the same health protections as medical screening of employee workers in equivalent jobs.
- f. Suicide Prevention and Intervention
  - i. Proposer must ensure suicides are prevented when possible by implementing prevention efforts and intervention.
  - ii. Proposer shall define a suicide prevention program that includes, but is not limited to, the following:
    1. Health care staff identifies suicidal inmates and immediately initiates precautions.
    2. Suicidal inmates are evaluated promptly by the designated health professional, who directs the intervention and ensures follow-up as needed.
    3. Acutely suicidal inmates are monitored by health care or correctional staff via constant observation.
    4. Non-acutely suicidal inmates are monitored by health care or correctional staff at unpredictable intervals with no more than 15 minutes between checks.
  - iii. Treatment plans addressing suicidal ideation and its reoccurrence are developed.
  - iv. Patient follow-up occurs as clinically indicated.
- g. Contraception

- i. Proposer must ensure contraception is made available as clinically indicated.
  - ii. Proposer must ensure emergency contraception is available to women at intake.
  - iii. For planned releases to the community, arrangements are made to initiate contraception for women, upon request.
  - iv. Information about contraceptive methods and community resources are available.
- h. Communication on Patients' Health Needs
  - i. Proposer must ensure communication occurs between the facility administration and treating health staff regarding inmates' significant health needs that must be considered in classification decisions in order to preserve the health and safety of that inmate, other inmates, or staff. Specifically, health care staff should advise correctional staff of inmates' special health needs that may affect:
    - 1. Housing
    - 2. Work assignments
    - 3. Program assignments or selection
    - 4. Disciplinary measures
    - 5. Transport to and from outside appointments
    - 6. Admissions to and transfers from facilities
    - 7. Clothing or appearance
    - 8. Activities of daily living
  - ii. Communication of health needs shall be documented
- i. Patient Safety
  - i. Proposer must ensure the implementation of systems to reduce risk and prevent harm to patients.
  - ii. Proposer shall define patient safety systems to prevent adverse and near-miss clinical events.
  - iii. Proposer shall implement a reporting system for health staff to voluntarily report, in a nonpunitive environment, adverse and near-miss events that affect patient safety.
- j. Staff Safety
  - i. Proposer must ensure the implementation of measures to ensure a safe environment.
  - ii. On each shift where health staff are present, inventories are maintained on items subject to abuse (needles, scissors, other sharp instruments) and discrepancies are immediately reported to correctional staff.
  - iii. As in the community, health staff identify and use contemporary equipment during the course of their duties (personal protective equipment, needle safety devices such as self-sheathing needles or needleless systems).

4. Personnel and Training (14 Points)

- a. Proposer must ensure that appropriately trained personnel are in place to deliver health care to the inmate population and that qualified health care professionals are evaluated for continuing competency. All aspects of personnel and training must be addressed by written policy and defined procedures.
- b. Proposer shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:
  - i. Development and implementation of training programs for review of medical protocol and issues for pregnant inmates.
  - ii. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, sub-contractors, and service providers.
  - iii. Proposer shall provide the City-Parish with a copy of its training program if requested; and, shall provide the training and accreditation certification for all of its staff, agents, personnel, and sub-contractors who work in City-Parish's correctional facility, if requested.



- c. Credentials
  - i. Proposer must ensure the facility's qualified health care professionals are legally eligible to perform their clinical duties.
  - ii. Proposer must ensure that existing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services as specified under this RFP.
  - iii. Proposer should define what systems Proposer has in place to monitor credentials and continuing education requirements by the appropriate certification and/or licensing board, as required, by the NCCHC and the State of Louisiana.
  - iv. Proposer must ensure that credentials and licensing of staff are available to be presented to City-Parish at any time, if requested.
- d. Clinical Performance Enhancement
  - i. Proposer must ensure individuals delivering patient care are reviewed through a clinical performance enhancement process and should define and present examples of this process.
  - ii. Clinical performance enhancement reviews are conducted at least annually, at a minimum, on all full-time, part-time, or per diem:
    - 1. Providers
    - 2. RNs
    - 3. LPNs
    - 4. Psychologists
    - 5. Licensed clinical social workers
    - 6. Dentists
  - iii. Should it be determined that performance is not meeting current City-Parish, licensure, or community standards of practice, it is incumbent on the Proposer to identify such individuals to the City-Parish and provide a plan of corrective action designed to either upgrade individual performance or to discontinue the delivery of service by the individual until there is assurance that satisfactory performance can once again be provided.
- e. Professional Development
  - i. Proposer must ensure the facility's qualified health care professionals maintain current clinical knowledge and skills.
  - ii. The Proposer should demonstrate and define its ability to provide a system of technical and medical support, as well as professional staff development, including:
    - 1. All qualified health care professionals obtain at least 12 hours of continuing education per year.
    - 2. All qualified health care professionals who have patient contact are current in cardiopulmonary resuscitation technique.
- f. Health Training for Correctional Officers
  - i. In coordination with Warden and correctional staff, Proposer must ensure correctional officers are trained to recognize the need to refer an inmate to a qualified health care professional.
  - ii. Proposer should provide a description of correctional staff orientation programs and any in-service training that will be used to support the contracted services, including, but not limited to:
    - 1. Correctional officers who work with inmates receive health-related training at least annually, and includes, at a minimum:
      - a. Administration of first aid
      - b. Cardiopulmonary resuscitation including the use of an automated external defibrillator
      - c. Acute manifestations of certain chronic illnesses
      - d. Intoxication and withdrawal
      - e. Adverse reactions to medications

- f. Signs and symptoms of mental illness
  - g. Dental emergencies
  - h. Procedures for suicide prevention
  - i. Procedures for appropriate referral of inmates with medical, dental, and mental health complaints to health staff
  - j. Precautions and procedures with respect to infectious and communicable diseases
  - k. Maintaining patient confidentiality
- g. Medication Administration Training
  - i. Proposer must ensure personnel who administer or deliver prescription medication are appropriately trained.
  - ii. Health staff who administer or deliver prescription medication to inmates must be permitted by state law to do so.
- h. Staffing
  - i. Proposer must ensure sufficient numbers and types of health staff to care for the inmate population, define a staffing plan that identifies all personnel required to perform the services and responsibilities described in this RFP, and designate a medical director (physician).
  - ii. *Clinical*. Required personnel to provide services listed in this RFP must be provided on a staffing plan to be submitted with this RFP in an attachment. Any and all clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practice as defined by Louisiana and federal laws.
  - iii. *Administrative*. In addition to the above-named staff, the Proposer shall supply adequate supervisory staff to ensure oversight of the activities of the health care staff and to serve as a liaison to the City-Parish. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
  - iv. Describe Proposer's experience, protocols, and organizational staffing plans for coordinating medical services with hospitals for both in-patient and outpatient treatment. Include descriptions of services provided pursuant to court ordered and routine treatment.
  - v. Proposer shall provide the following:
    - 1. *Work Post*. Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted at each facility in an area that is open to all health and correctional staff, but not to inmates. Proposer shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to City-Parish on February 1<sup>st</sup> and July 1<sup>st</sup> of each year. Copies of any Work Post changes must be immediately provided to City-Parish.
    - 2. *Shift Coverage and Daily Attendance Record*. Copies of staffing schedules, which include all health care staff, are to be posted in designated areas and submitted to the Warden on a daily basis.
    - 3. *Credit for Inadequate Coverage*. Any Work Post left vacant in whole or in part of any shift will result in a credit to the City-Parish equal to the Proposer's cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). In addition, Proposer shall be liable for penalties pursuant to the terms of the contract.
    - 4. *Penalty for Inadequate Staffing*. The facility must be fully staffed for the number of inmates in custody, factoring in any special circumstances at any given time, such as high rates of illness. In addition to any other relief and or cause of action, the City-Parish shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is

considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of an “on call” physician, the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed. Proposer shall pay a penalty for each Work Post that is not adequately staffed. Any time a Work Post is not adequately staffed for more than one day, City-Parish may assess a penalty amount of up to \$1,000.00 per day per shift position for the inadequately staffed shift position(s). If the City-Parish does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.

5. In addition to penalties listed for inadequate coverage or inadequate staffing, City-Parish reserves the right to terminate the awarded contract due to inadequate coverage or staffing.
- vi. Proposer must define and maintain minimum staffing based on Average Daily Population (ADP) levels. Information relating to inmate population is attached to this RFP in “Attachment E.”
  1. Provide adequate staffing, including physicians and licensed RNs at all times.
  2. React and promptly accommodate the consistently changing population in the jails.
  3. Provide a physician on site at the facility at all times during their shift. In addition, 24-hour coverage for physician services shall be available on-call if additional or specialized services are needed.
  4. Provide City-Parish specific details throughout the term of contract on physician coverage to ensure continued 24-hour coverage.
  5. Provide coverage five days per week for an on-site physician and have a 24-hour physician on-call and available by telephone within 15 minutes to answer questions and travel to the facility as necessary.
  6. Maintain designated full-time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced). Staffing plan shall include consideration for a relief factor for practitioners.
- i. Orientation for Health Staff
  - i. Proposer must ensure health staff are properly acclimated to work in the correctional environment and understand their roles and responsibilities.
  - ii. All health staff receive a basic orientation on or before the first day of on-site service.
  - iii. Within 90 days of employment, all health staff complete an in-depth orientation.

5. Ancillary Health Care Services (10 Points)

- a. Proposer must address the establishment and maintenance of all necessary procedures for the provision of ancillary health care services. The Proposer is responsible for the provision of all laboratory, diagnostic testing, X-rays, and other ancillary services as required and indicated by qualified health care personnel. Ancillary services may be performed off-site but preferably on-site. All aspects of ancillary health care services must be addressed by written policy and defined procedures.
- b. Pharmaceutical Operations
  - i. Proposer must ensure pharmaceutical operations meet the needs of the facility and conform to legal requirements. Describe Proposer’s experience, protocols, and organizational staffing plans for providing pharmacy services. Describe the number of on-site pharmacists, policies, and procedures and the methods Proposer will use for dispensing and administering pharmaceuticals.
  - ii. The Proposer is responsible for the procurement, prescription, and administration of medications in accordance with ordered or recommended dosage schedules;

- documentation of such provisions; and ensuring that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Proposer shall manage the dispensed and stock supply medications in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, administering, and procuring pharmaceuticals.
- iii. Please provide examples of existing detention and/or correction facilities where on-site pharmacy services are in place.
  - iv. Provide descriptive procedures and examples for the control, tracking, and dispensing of pharmaceuticals in a detention and/or corrections facility.
- c. Medication Services
- i. Proposer must ensure medications are provided in a timely, safe, and sufficient manner. Prescription medications are given only by order of a physician, dentist, or other legally authorized individual. Policy identifies the expected time frames from ordering to administration or delivery to the patient and a backup plan if the time frames cannot be met.
- d. Clinic Space, Equipment, and Supplies
- i. Proposer must ensure sufficient and suitable supplies and equipment are available for the facility's medical, dental, and mental health services.
  - ii. All equipment and furnishings provided by the Proposer will be in good working order and will be repaired and maintained by the Proposer.
  - iii. The Proposer and the preceding Proposer will each inventory all consumable medical supplies on inventory at the facility at or about the time of commencement of the Contract awarded pursuant to the RFP.
  - iv. City-Parish will make available to the Proposer all City-Parish owned medical equipment and all furnishings in medical areas, which are in place at the time of commencement of the Contract, and City-Parish shall retain ownership of all such equipment and furnishings. The Proposer will be responsible for the maintenance and repair of the City-Parish owned equipment and will be responsible for acquiring and maintaining all certification on all medical equipment. The Proposer shall provide to City-Parish the certifications on all medical equipment at the facility. This equipment, upon termination of the contract, shall be returned to the City-Parish in good working order and repair.
  - v. The Proposer may not replace any medical or administrative equipment or furnishings that would result in a cost to City-Parish without submitting a justification to, and obtaining the approval of, City-Parish for the replacement.
    - 1. Replacement of any City-Parish equipment must be at least equal in quality to the equipment being replaced. City-Parish will not be responsible for additional equipment that the Proposer feels is necessary to provide the services under the RFP. The Proposer will agree that any equipment purchased by the Proposer under future Contract will become the property of City-Parish after three (3) years of continuous provision of services by the Proposer from the date of equipment installation. For equipment with less than three (3) years of continuous provision of services, the Proposer agrees to allow the option for City-Parish to purchase the equipment from the Proposer at its depreciated cost upon termination of the Contract. The Proposer must provide annually to City-Parish an inventory of all medical and administrative equipment owned by the Proposer and located at the facility.
- e. On-Site Diagnostic Services
- i. Proposer must define and ensure the provision of necessary on-site diagnostic services for patient care.
  - ii. Proposer must maintain documentation that on-site diagnostic services (laboratory, radiology) are certified or licensed to provide that service.

- f. Medical Diets
  - i. Proposer must coordinate with food vendor and recommend medical diets that enhance patients' health, when clinically indicated.
- g. Patient Escort
  - i. Proposer must ensure patients can meet scheduled health care appointments.
  - ii. Proposer must ensure patients are transported safely and in a timely manner for medical, dental, and mental health clinic appointments both inside and outside the facility.
- h. Emergency Services and Response Plan
  - i. Proposer must ensure planning for emergency health care and that all medical staff are prepared to effectively respond during emergencies. Describe Proposer's qualifications and procedures for providing emergency services provided on-site, off-site, and during a natural disaster. This must include medical, mental, and dental emergencies.
  - ii. Proposer must ensure emergency services are available on-site twenty-four (24) hours per day, seven (7) days per week. The Proposer is expected to make arrangements with appropriate community resources for required emergency services beyond on-site capabilities. In addition, the facility must have access to 24/7 on call availability of the physician, psychiatrist, psychologist, dentist, and medical director. The on-call coverage shall be made available by the Proposer responsible for on-site services.
  - iii. When emergent or urgent health problems are brought to the attention of facility personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services area for evaluation, or sending health services personnel to the patient's location. The Proposer must plan in advance the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.
    - 1. Urgent and emergent problems include those which may result in death, loss of bodily function or a limb, deterioration of function, or severe pain if not attended to immediately as well as general medical, mental health, and dental issues. The Proposer must utilize ambulance transportation when simple automobile transportation is not in the best clinical interest of the patient. The Proposer is responsible for associated costs of all emergency or required medical transports.
  - iv. Visitors, staff, volunteers, and other non-offender persons on-site at the facility must also be provided with emergency stabilization services and referral as appropriate by the Proposer. This includes evaluation of possible exposure incidents and initial management when they occur. The Proposer must incorporate in the implementation plan how emergency services, both on-site and off-site, will be delivered at the facility.
  - v. Also, describe Proposer's qualifications and procedures for providing comprehensive medical services during a natural disaster.
    - 1. Provide current or proposed contingency plans to provide medical services to inmates following a natural disaster or declared state of emergency.
- i. Hospital and Specialty Care
  - i. Proposer must coordinate with the Louisiana Department of Public Safety & Corrections to ensure hospitalization and specialty care are available to patients who need these services.
  - ii. As it relates to hospitalization and specialty care, delineation of services and responsibility of payment required, respectively, of the Proposer and the Louisiana Department of Public Safety & Corrections is attached to this RFP in "Attachment D."

6. Patient Care and Treatment (30 Points)

- a. Proposer must ensure the delivery of health care from arrival through discharge for health care issues. All care is timely and appropriate, and continues until resolution of the problem or until discharge. Describe the types of medical services Proposer has provided in a correctional setting. All aspects of patient care and treatment must be addressed by written policy and defined procedures.
- b. Information on Health Services
  - i. Proposer must define and ensure that upon arrival at the facility, inmates are informed of the availability of health care services and how to access them.
- c. Receiving Screening
  - i. Proposer must define a receiving screening procedure and ensure screening is performed on all inmates upon arrival at the intake facility to ensure that emergent and urgent health needs are met. Describe how Proposer will provide health screening, including appropriate lab work, for intake.
    - a. Documentation may be current or proposed policies and procedures.
  - ii. Receiving and transfer screenings shall be performed on all inmates within one (1) hour of their arrival at the facility. These screenings include examination of an inmate's physical, mental, and dental health. Transfer screenings are also required if the inmate transfers from one facility to another.
  - iii. The screenings shall comply with applicable standards required by the NCCHC. Qualified licensed health professionals, i.e., registered nurses, nurse practitioners, or physician's assistants must perform the exam.
  - iv. The preliminary health screening shall include a review of the inmate's health, including:
    - 1. Inquiry into:
      - a. Current illness
      - b. Communicable diseases
      - c. Alcohol and chemical abuse history
      - d. Medications currently being taken and special health care requirements
      - e. Dental health status
      - f. Chronic health problems
      - g. Immunizations
      - h. Dietary requirements
      - i. Suicide risk
    - 2. Observation of:
      - a. State of consciousness
      - b. Mental status (including suicidal ideation)
      - c. Appearance
      - d. Odd conduct, tremors, or sweating
      - e. Condition of skin and body orifices, including signs of trauma, bruises, lesions, jaundice, rashes, infections, and needle marks or other indications of drug use.
    - 3. Explanation of procedures for access to health and dental services.
    - 4. Administration of TB test.
    - 5. Classification of inmate's health status (immediate treatment needed, referral, etc.
  - v. The findings of the preliminary screening and evaluation shall be documented in the inmate's medical records.
  - vi. Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.

- vii. Health care professionals shall refer inmates presenting with significant clinical findings during the health screening process to the health care practitioner as necessary.
- viii. A review of the receiving and transfer process shall be required each month from Proposer through reporting requirements as specified in this RFP. City-Parish shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.
- d. Transfer Screening
  - i. Proposer must ensure inmates who are transferred into the facility participate in the receiving screening process.
- e. Initial Health Assessment
  - i. Proposer must ensure all receiving screenings are reviewed within fourteen (14) days after admission by a physician and inmates receive a health assessment by a physician within fourteen (14) days from the initial receiving screening. Additionally, inmates identified with clinically significant findings as a result of a comprehensive receiving screening receive an initial health assessment as soon as possible by a physician, but no later than two (2) working days after admission.
  - ii. The Health Assessment must include:
    1. Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories;
    2. Record of height, weight, pulse, blood pressure (BP), and temperature;
    3. Vision and hearing screening;
    4. Complete medical examination with evaluation of basic mental health status and dental health status, referrals if needed, and/or treatment when indicated; and
    5. History of alcohol and/or substance abuse.
  - iii. The Proposer's physician shall test for communicable diseases including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB through appropriate Clinical Laboratory Improvement Amendments (CLIA) waived testing devices and nationally certified laboratory/diagnostic centers.
  - iv. The Proposer's physician shall initiate and prescribe treatment, therapy, and/or referrals when appropriate.
  - v. The Proposer's physician shall perform other tests and examinations as required and indicated, including physicals for work incentive inmates.
  - vi. Information obtained during the health appraisal shall be recorded. This information will be reviewed by the Proposer's physician for problem identification and entered in the patient's permanent health record.
  - vii. A review of the initial health appraisal process shall be required each month from Proposer through reporting requirements as specified in this RFP. City-Parish shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings.
- f. Mental Health Screening and Assessment
  - i. Proposer must ensure initial mental health screening is performed by qualified mental health or health care professionals as part of the initial receiving screening to ensure that urgent mental health needs are met within 48 hours of flagging. Further, all inmates held in custody for at least fourteen (14) days receive a mental health assessment by qualified mental health professionals within fourteen (14) calendar days following intake.
  - ii. An ability to provide crisis evaluation and intervention services must be established, utilizing on-site staff.
  - iii. As the inmate population may change, the Proposer should not assume that the current levels will be adequate to provide the care necessary in the future. The

- Proposer should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the Proposer contemplates should be described and highlighted, and the underlying reasoning defined.
- iv. The Proposer should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the baseline staffing levels. The Proposer should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline staffing levels be increased.
  - v. After reviewing the existing mental health care delivery process, including current collaboration with Capital Area Human Services, The Bridge Center, and other community service providers, Proposer should identify the services that the Proposer proposes for the facility, including the planned staffing pattern. If changes are contemplated, the Proposer should highlight such changes and describe the reasoning behind them.
  - vi. Release of Inmates with a Serious Mental Illness:
    - 1. Inmates diagnosed with a serious mental illness must be identified during the pre-release planning. Proposer will ensure that the mental health professionals (MHP) work collaboratively with community service partners and providers in formulating a discharge plan, including appropriate mental health referrals for continued treatment by qualified mental health professionals. Discharge planning shall also include providing inmates currently taking psychotropic medication, with a month's supply, which should be provided at the time of release in conjunction with referred follow-up care.
- g. Oral Care
- i. Proposer must ensure inmates' dental needs are addressed.
  - ii. Oral Care under the direction and supervision of a licensed dentist is provided to each inmate.
  - iii. Care is timely and includes immediate access for urgent conditions.
  - iv. Oral screening is performed as soon as possible but no later than 14 calendar days from admission.
  - v. Instruction in oral hygiene and preventative oral education are given within 14 days of admission.
  - vi. An initial oral examination is performed by a dentist within 12 months of admission.
  - vii. Proposer must define an oral treatment plan.
- h. Nonemergency Health Care Requests and Services
- i. Proposer must ensure inmates' nonemergent health care needs are met.
  - ii. All inmates are given the opportunity to submit oral or written health care requests at least daily.
  - iii. Health care requests are reviewed and prioritized daily by qualified health care professionals.
  - iv. Patients are evaluated in a clinical setting as indicated.
- i. Nursing Assessment Protocols and Procedures
- i. Proposer must ensure nursing assessment protocols and procedures are appropriate to the level of competency and preparation of the nursing personnel and comply with Louisiana practice acts.
  - ii. Nursing protocols and procedures are reviewed annually by the medical director.
- j. Continuity, Coordination, and Quality of Care During Incarceration
- i. Proposer must ensure patient medical, dental, and mental health care is coordinated and monitored from admission to discharge as indicated by NCCHC.



- ii. *Public Health Notification.* Proposer is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases, and will make such reports prior to inmate release where possible.
  - iii. *Transfer of Health Records.* Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
  - iv. *Tuberculosis.* Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Proposer in compliance with statutory and regulatory requirements.
- k. Discharge Planning
  - i. Proposer must ensure discharge planning is provided for inmates with serious health needs whose release is imminent.
  - ii. For planned discharges, health staff arrange for a reasonable supply of current medications.
  - iii. For patients with serious medical, dental, or mental health needs, arrangements or referrals are made for follow-up services with community prescribers and partners, including exchange of clinically relevant information.
  - iv. All aspects of discharge planning are documented in the health record.
  - v. For post-discharge arrangements and referrals, in which the discharged inmate requests immediate access, Proposer shall coordinate with community service providers for transportation from the facility to the arranged or referred provider.

7. Special Needs and Services (20 Points)

- a. Proposer must ensure standards address patients with special health care needs and establish compliance requirements specific to each health care issue. All aspects of special needs and services must be addressed by written policy and defined procedures.
- b. Patients With Chronic Disease and Other Special Needs
  - i. Proposer must ensure patients with chronic disease, other significant health conditions, and disabilities receive ongoing multidisciplinary care aligned with evidence-based standards.
  - ii. When chronic diseases are identified during initial screening or during the course of incarceration, services necessary to manage the identified illness must be provided and documented. The Proposer shall identify a chronic disease management plan, from identification of the condition to treatment planning and ongoing care, based upon practitioner decision making and practitioner responsibility. For each major category of chronic disease, the Proposer shall identify a management plan including baseline information/assessment and periodic reviews. For each identified patient, the health record must reflect the identified chronic disease in an up-to-date problem list and an appropriate individualized treatment plan must be prepared under the practitioner's (usually the physician's) control. Nursing care plans may also be appropriate and should be present when necessary.
  - iii. Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When the Proposer selects from conflicting standards, the Proposer must select the higher standard, and one not less than the standards of the NCCHC. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.
  - iv. When an inmate with a chronic disease is released, the condition must be identified during the pre-release stage to identify community resources to meet the inmate's health needs.
- c. Medical Housing Unit Care
  - i. Proposer must ensure medical housing care, when provided, is appropriate to meet the health care needs of patients as established by the NCCHC.

d. Mental Health Services

- i. Proposer must ensure mental health services are available for all inmates who require them. Describe Proposer's experience, protocols, and organizational staffing plans for mental health services. Advise if Proposer provided the services (1) directly (2) if was done in coordination with a prior client agency's jurisdiction, or (3) an outside vendor. If Proposer has experience in all three (3) types, please indicate so.
  - a. Please provide examples of how Proposer is currently or has in the past provided coordination of mental health services in correctional facilities.
  - b. Documentation may be policies, procedures, and/or copies of agreements.
- ii. Patient's mental health needs are addressed on-site or by referral to appropriate alternative facilities.
- iii. Outpatient services include, at a minimum:
  1. Identification and referral of inmates with mental health needs
  2. Crisis intervention services
  3. Psychotropic medication management, when indicated
  4. Individual counseling
  5. Group counseling and/or psychosocial/psychoeducational programs
  6. Treatment documentation and follow-up
- iv. When commitment or transfer to an inpatient psychiatric setting is clinically indicated:
  1. Required procedures are followed
  2. The transfer occurs in a timely manner
  3. The patient is safely housed and adequately monitored until the transfer occurs
- v. Outpatients receiving mental health services are seen as clinically indicated and as prescribed in their individual treatment plans.
- vi. Mental health, medical, and substance abuse services are sufficiently coordinated such that patient management is appropriately integrated, medical and mental health needs are met, and the impact of these conditions on each other is adequately addressed.

e. Medically Supervised Withdrawal and Treatment

- i. Proposer must ensure inmates who are intoxicated or undergoing withdrawal are appropriately managed and treated and should define Proposer's plan for detoxification efforts.
- ii. Proposer must ensure protocols exist for managing inmates under the influence of or undergoing withdrawal from alcohol, sedatives, opioids, and/or other substances.
- iii. Protocols for intoxication and withdrawal are approved by the responsible physician annually and are consistent with nationally accepted treatment guidelines.
- iv. Individuals showing signs of intoxication or withdrawal are monitored by qualified health care professionals using approved protocols as clinically indicated until symptoms have resolved.
- v. Individuals being monitored are housed in a safe location that allows for effective monitoring.
- vi. If the findings from patient monitoring meet the national guidelines to begin prescription medications, medically supervised withdrawal is implemented.
- vii. Medically supervised withdrawal is done under provider supervision.
- viii. Inmates experiencing severe or progressive intoxication (overdose) or severe alcohol/sedative withdrawal are transferred immediately to a licensed acute care facility.

- ix. For inmates entering the facility on medication-assisted treatment (MAT), a plan for medically supervised withdrawal is initiated.
  - x. Disorders associated with alcohol and other drugs (HIV, liver disease) are recognized and treated.
  - f. Counseling and Care of the Pregnant Inmate
    - i. Proposer must ensure pregnant inmates are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy. Specify how Proposer will address the needs of prenatal, pregnant, and postpartum female inmates.
    - ii. Counseling and assistance are provided and documented in accordance with the pregnant inmate's expressed desires regarding her pregnancy, whether she elects to keep the child, use adoptive services, or have an abortion.
    - iii. Prenatal care includes:
      - 1. Medical examinations by a provider qualified to provide prenatal care.
      - 2. Prenatal laboratory and diagnostic tests in accordance with national guidelines.
      - 3. Orders and treatment plans documenting clinically indicated levels of activity, nutrition, medications, housing, and safety precautions.
      - 4. Counseling and administering recommended vaccines in accordance with national guidelines.
    - iv. Pregnant patients with active opioid use disorder receive evaluation upon intake.
    - v. Emergency delivery kits are available in the facility.
    - vi. Postpartum care is provided and documented.
    - vii. Proposer shall provide optional screening and testing for pregnancy at the time of booking the inmate into the facility.
    - viii. Proposer must provide referrals and coordination with community-based methadone treatment programs experienced in the special needs of pregnant/postpartum clients, including at discharge.
    - ix. Proposer must provide prenatal education and counseling.
  - g. Response to Sexual Abuse
    - i. The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003, by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in City-Parish facilities a top priority.
    - ii. Proposer must ensure victims of sexual abuse receive appropriate intervention.
    - iii. In addition to the standards prescribed by the NCCHC regarding response to sexual abuse, City-Parish requires a Proposer that will comply with PREA standards in the delivery of medical and mental health treatment for sexual assault victims at the facility. The Proposer will ensure access to Forensic Medical Examinations by a Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE) to perform the exams on-site or in the community.
    - iv. Provider should provide pre-exposure prophylaxis (PREP).
  - h. Care for the Terminally Ill
    - i. Proposer must address the needs of terminally ill inmates, including protecting their rights regarding end-of-life decisions.
8. Medical-Legal Issues (6 Points)
- a. Proposer must ensure health services comply with legal requirements. All aspects of medical-legal issues must be addressed by written policy and defined procedures.
  - b. Restraint and Seclusion
    - i. Proposer must ensure that when restraints are used for clinical or custody reasons, the inmate is not harmed by the intervention.

- c. Segregated Inmates
  - i. Proposer must ensure any practice of segregation should not adversely affect an inmate's health through review of inmates' health records and monitoring of segregated inmates.
  - ii. Health staff should promptly identify and inform correctional staff of inmates who are physically or psychologically deteriorating and those exhibiting other signs or symptoms of failing health.
- d. Emergency Psychotropic Medication
  - i. Proposer must ensure health staff follow policies developed for the emergency use of forced psychotropic medications as governed by the laws applicable in Louisiana.
  - ii. Policy should address emergency forced psychotropic medication, its documentation in the patient's records, and appropriate timetables of follow-up care.
- e. Therapeutic Relationship, Forensic Information, and Disciplinary Actions
  - i. Proposer must ensure health staff protect the integrity of the therapeutic partnership with their patients.
  - ii. Health staff and health services are never utilized as a form of punishment or disciplinary action.
- f. Informed Consent and Right to Refuse
  - i. Proposer must ensure inmates have the right to make informed decisions regarding health care, including the right to refuse care.
  - ii. All health services are governed by informed consent practices.
- g. Medical and Other Research
  - i. Proposer must ensure biomedical, behavioral, or other research using inmates as subjects is consistent with established ethical, medical, legal, and regulatory standards for human research.

### **Submission Documents**

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**  
RFP number, **Prison Healthcare Services**, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**  
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**  
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

4) **Proposal's Contents**

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

- a) Proposer *Background & Experience* (as referenced in Section 18.1)
- b) Financial strength and stability of the firm
- c) Service plan/defined processes fulfilling *Technical Criteria* requirements
- d) Other related services
- e) Proposer's fees and other costs
- f) Attachments

**Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about July 2021, and shall cover **prison healthcare services** for a period of four (4) years, with the option to renew, upon mutual agreement, for an additional two (2) consecutive one-year options.

**19. Claims or Controversies**

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

**20. Debriefing**

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to [purchasinginfo@brla.gov](mailto:purchasinginfo@brla.gov) to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

**21. Errors and Omissions in Proposal**

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-

Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer.

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

## **22. Waiver of Administrative Informalities**

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## **23. Minimum Scope of Insurance**

Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see "Attachment C").

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

## **24. Corporation Requirements**

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## **25. Proposer Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **26. Use of Sub-contractors**

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. The prime Proposer shall be responsible for all deliverables referenced in this RFP.

## **27. Civil Rights Compliance**

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

## **28. Governing Law**

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

## **29. Audit of Records**

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

## **30. Liability & Risk Management**

### **Insurance**

Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- i) Proposer's insurers will have no right of recovery or subrogation against the City-Parish and SHERIFF.
- ii) The City-Parish and SHERIFF shall be named as additional insureds as regards to general

- liability and automobile liability with respect to negligence by Proposer.
- iii) The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish and SHERIFF for payment of any premiums or for assessments under any form of policy.
- iv) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

- i) In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
- ii) Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.
- iii) Proposer shall enroll in the Louisiana Patient's Compensation Fund and maintain Professional Liability and Medical Malpractice Insurance coverage limits as set forth by the Louisiana Patient's Compensation Fund, covering Proposer and any personnel eligible for such insurance coverage by virtue of their status as a health care provider in accordance with La R.S. 40:1299.41 et seq.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

### **Indemnification**

Proposer shall indemnify, defend and hold harmless City-Parish and SHERIFF from and against any and all claims against City-Parish and SHERIFF arising out of Proposer's performance of its obligations hereunder; provided, however, that Proposer will not be responsible for any claim arising out of the City-Parish or SHERIFF for their employee or agent preventing an inmate from receiving medical care ordered by Proposer or its agent or the SHERIFF in failing to promptly present an ill or injured inmate to Proposer for treatment. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish or SHERIFF by an inmate, employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.



### **31. Written or Oral Discussions / Presentation**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The City-Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

### **32. Payment for Services**

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

### **33. Termination**

#### **Termination for Cause**

The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

#### **Termination for Lack of Appropriated Funds**

Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **Termination for Convenience**

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **34. Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

### **35. Funds Use**

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **36. Proposer's Certification of No Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

### **37. Independent Proposer**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

### **38. Conflict of Interest / Confidentiality**

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

### **39. Use of City-Parish's Property**

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

### **40. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **41. Force Majeure**

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

### **42. Federal Clauses**

*The following clauses are mandatory if Federal Funds are utilized.*

#### **Remedies**

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the

City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City-Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

### **Equal Employment Opportunity**

During the performance of this Agreement, the Proposer agrees as follows:

- 1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.
- 4) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Davis-Beacon and Copeland Anti-Kickback Act**

The Proposer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Proposer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Proposer is required to pay wages not less than once a week.

The Proposer shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Proposer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **Contract Work Hours and Safety Standards Act**

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Rights to Interventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **Clean Air Act and the Federal Water Pollution Control Act**

The Proposer is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Byrd Anti-Lobbying Amendment**

Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

#### **Procurement Recovered Materials**

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes

energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

**Compliance with Federal Law, Regulations, and Executive Orders**

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.



## **ATTACHMENT A NEEDED SERVICES & DELIVERABLES**

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**  
RFP number, **Prison Healthcare Services**, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**  
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**  
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**  
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
  - a) Proposer *Background & Experience* (as referenced in Section 18.1)
  - b) Financial strength and stability of the firm
  - c) Service plan/defined processes fulfilling *Technical Criteria* requirements (as referenced in Section 18)
  - d) Other related services
  - e) Proposer's fees and other costs
  - f) Attachments





**ATTACHMENT B**  
**PROPOSAL FORMS**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until April 16, 2021, at 2:00 P.M. local time, at the following location:

City Hall Building  
Division of Purchasing  
222 St. Louis Street, Room #826  
Baton Rouge, LA 70802

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

**“Prison Healthcare Services”**

As set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about July 2021, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

---

(Signature)

---

(Typed Name)

**\*THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

## **PROPOSER'S ORGANIZATION**

PROPOSER IS:

### **AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

### **A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### **A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### **A CORPORATION**

**\*IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and domiciled in \_\_\_\_\_, was held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, Parish of East Baton Rouge, Louisiana.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_, domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary



**ATTACHMENT B-1**  
**PRICING SCHEDULE**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**\*This form should be sealed in a separate envelope marked “Proposed Costs & Fees.”**

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to:

- Labor & Staffing
- Services & Procedures
- Medication
- All other elements of cost

Title or Service	Description & Annual Estimated Quantity	Rate (unit or hourly)
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Maximum Proposal (Not to Exceed) Price		\$



## **ATTACHMENT C INSURANCE REQUIREMENTS**

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**PROPOSER'S AND SUB-CONTRACTOR'S INSURANCE:** Proposer and any sub-contractor shall carry and maintain, at Proposer's expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

- |    |                                                                                                                     |                       |             |
|----|---------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| A. | Commercial General Liability                                                                                        | General Aggregate     | \$2,000,000 |
|    |                                                                                                                     | Each Occurrence       | \$1,000,000 |
|    |                                                                                                                     |                       |             |
| B. | Business Auto Policy                                                                                                |                       |             |
|    | Any Auto; or Owned, Non-Owned, & Hired:                                                                             | Combined Single Limit | \$1,000,000 |
|    |                                                                                                                     |                       |             |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. |                       |             |

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

**The Certificate Holder should be shown as:**

City of Baton Rouge, Parish of East Baton Rouge  
Attn: Purchasing Division  
P.O. Box 1471  
Baton Rouge, LA 70821

**NOTE TO PROPOSERS:**

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



**ATTACHMENT D**  
**LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS**  
**BASIC JAIL GUIDELINES AND DELINEATION OF SERVICES**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**Third Party Administrator**

All bills will go to Correct Care and covered services will be paid by DPS&C. Non-covered services will be forwarded to the parish prison / local governmental authority for payment.

**Basic Jail Guidelines**

**C. CONTINUUM OF HEALTH CARE SERVICES**

**IV-C-001 Access to Care/Clinical Services**

**(reference 7/1/2009 BJJ IV-013, ACA CJS 1-4C-01, 1-4D-01, 1-4D-03, 1-4D-04, 1-4C-08, Department Regulation B-06-001/IS-D-2, B-06-001HC-02/IS-D-HCP14, B-06-003/AM-C-4)**

At the time of admission/intake, all offenders are informed about procedures to access health services, including any copay requirements, as well as procedures for submitting grievances. Medical care is not denied based on an offender's ability to pay. The facility has a designated health authority with responsibility for health care services. When the health authority is other than a physician, final clinical judgments rest with a single, designated, responsible physician.

Written policy, procedure, and practice provide for the delivery of health care services, including medical, dental and behavioral health services under the control of a designated health care authority who shall be a physician or a licensed or registered health care provider or health agency. Access to these services shall be unimpeded in the sense that correctional staff should not approve or disapprove offender requests for services in accordance with the facility's health care plan. Oral health services include access to diagnostic x-rays, treatment of dental pain, development of individual treatment plans, extractions of non-restorable teeth, and referral to a dental specialist, including an oral surgeon. Specialty non-primary clinical services are covered by DPS&C. The requests shall be submitted by the facility staff using the software provided by DPS&C.

In accordance with R.S. 15:831, DPS&C offenders may be assessed a co-payment for receiving medical or dental treatment, including prescription or nonprescription drugs. The co-payment fee schedule shall be approved by the DPS&C. Such fee schedule for DPS&C offenders housed in local jail facilities shall not exceed the DPS&C approved rate in accordance with Department Regulation B-06-001 HC-02/IS-D-HCP14, unless prior approval has been granted by the Secretary of the DPS&C.

DPS&C offenders may be required to file a claim with his/her private medical or health care insurer, or any public medical assistance program, under which he/she is covered and from which the offender may make a claim for payment or reimbursement of the cost of any such medical treatment.

**IV-C-002 Adequate Equipment and Supplies**

**(reference 7/1/2009 BJJ IV-014)**

Adequate equipment and supplies for medical services are provided as determined by the health care authority and are in working order.

#### **IV-C-003 Provision of Treatment**

(reference 7/1/2009 BJG IV-015, ACA CJS 1-4D-01, 1-4D-04, Department Regulation B-06-001/IS-D-2)

The facility has a designated health authority responsible for health care services. Requests for health services are triaged by health trained persons to ensure that needs are addressed in a timely manner in accordance with the severity of the illness. Written policy, procedure, and practice provide that anyone who provides health care services to offenders be licensed, registered, or certified as appropriate to their respective professional disciplines. Such personnel shall only practice as authorized by their license, registration, or certification. Standing orders are used in the treatment of offenders only when authorized in writing by a physician or dentist. (Standing orders are used in the treatment of identified conditions and for the on-sight emergency treatment of an offender.)

***Comment:** The health authority is responsible for arranging all levels of health services, assuring the quality of all health services, and assuring that offenders have access to them.*

***Protocol:** Written policy and procedure. Sample agreement or contract requirements with health care provider or authority. Job description.*

***Documentation:** Documentation of health authority designation. Contract. Billing records. Sick call request form. A health record. Clinical provider schedules. Current credentials/licensure.*

#### **IV-C-005 24 Hour Care**

(reference 7/1/2009 BJG IV-017, ACA CJS 1-4C-03, 1-4C-08)

Written policy, procedure, and practice ensure that offenders have access to 24-hour emergency medical, dental, and behavioral health services, including on-site first aid, basic life support, and transfer to community-based services. This requirement may be met by agreement with a local state hospital, a local private hospital, on-call qualified health care personnel (see IV-C-003), or on-duty qualified health care personnel. Decisions regarding access to emergency medical services shall not be the sole province of correctional or other non-health personnel except in accordance with IV-C-004.

***Comment:** In the event that primary health services are not available back-up facilities or providers should be pre-determined. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Designated facility. Provider lists. Transportation logs.*

#### **IV-C-006 Health Screens**

(reference 7/1/2009 BJG IV-018, ACA CJS 1-4C-09, 1-4C-10, 1-2A-14, Department Regulation B-06-001 HC-13/IS-D-HCP16)

Written policy, procedure, and practice require that all DPS&C offenders receive a health screening by health trained or qualified health care personnel upon intake into the facility unless there is documentation of a health screening within the previous 90 days. Screening is conducted in accordance with protocols established by the health authority. If completed by health trained personnel, all intake health screens are to be reviewed by health care personnel as soon as possible. If a facility uses a different screening form it shall be required to have at a minimum the questions in the Intake Health Care Screening form (IV-C-006-A) provided by DPS&C. The purpose of the health screening is to protect newly admitted offenders who pose a health safety threat to themselves or others from not receiving adequate medical attention. This should include inquiry into:



1. Current medical, dental, or behavioral health problems and communicable diseases;
2. Current treatment plan;
3. Current medications, including psychotropic;
4. History of hospitalization;
5. Suicidal risk assessment;
6. Use of alcohol or other drugs including need for possible detoxification;
7. Possibility of pregnancy;
8. Observation of the following:
  - a. Appearance and behavior;
  - b. Body deformities and other physical abnormalities;
  - c. Ease of movement;
- d. Current physical traumas or characteristics and a determination of whether or not the offender should be recommended for immediate transfer to the DPS&C for appropriate care;
- e. Any physical impairment (hearing, vision, mobility) or other disability which would impede the offender's access to programs or services. Offenders identified with such impairment or disability shall be transferred to the DPS&C for further evaluation and determination of appropriate housing placement. [Reference 2008 Resolution Agreement: U.S. Department of Justice and Louisiana Department of Public Safety and Corrections.]
9. Current health insurance.

***Comment:** Health screening is necessary to detect offenders who pose a health or safety threat to themselves or others and who may require immediate health care. Health trained refers to correctional officers or other correctional staff who may be trained and appropriately supervised to carry out specific duties with regard to the administration of health care. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients. (See also II-A-010 for non-medical admission processes for newly admitted offenders.)*

***Protocol:** Written policy and procedure. Screening form.*

***Documentation:** Health records. Completed screening form. Transfer logs.*

#### **IV-C-006-1 Pregnancy Management (reference Department Regulation B-06-001 HC-08/IS-D-HCP33)**

Written policy, procedure and practice require that all pregnant offenders have access to obstetrical services by a qualified provider.

The local jail facility shall notify the Department's Medical Director, when a DPS&C offender is pregnant to ensure proper placement or if transfer to a DPS&C facility is necessary.

***Comment:** Transfer to a DPS&C facility is determined by the Department's Medical Director, in conjunction with LCIW's health care staff.*

#### **IV-C-007 Communicable Disease and Infection Control Program (reference ACA CJS 1-4C-06)**

Communicable diseases are managed in accordance with a written plan approved by the health authority in consultation with local public health officials. The plan includes for the screening, surveillance, treatment, containment, and reporting of infectious diseases. The plan shall comprise of testing to detect communicable diseases, including TB testing within 14 days of arrival at the facility. If there is documented evidence of TB testing within the last 12 months, new testing is not required. Qualified health care staff will evaluate for signs and symptoms of TB. Infection control measures include the availability of personal protective equipment for staff and hand hygiene promotion throughout the facility. Procedures for handling

biohazardous waste and decontaminating medical and dental equipment must comply with applicable local, state, and federal regulations.

***Comment:** Communicable diseases require special attention.*

***Protocol:** Written policy and procedure. Approved plan. Treatment guidelines.*

***Documentation:** Health records. Clinic visit logs. Documentation of waste pick up and/or cleaning logs.*

#### **IV-C-008 Annual TB Testing**

**(reference 7/1/2009 BJG IV-018-1, IV-018-2, Department Regulation B-06-001 HC-09A/IS-D-HCP22)**

Written policy, procedure, and practice require annual testing or medical evaluation for signs and/or symptoms of tuberculosis on all offenders. Annual TB testing will be provided at no cost to the offender. The facility's designated health care authority shall contact the DPS&C Medical Director, telephone number 225-342-1320, when an offender's test for medical signs and/or symptoms of tuberculosis is reported positive. The DPS&C Medical Director will determine if the offender requires physician or mid-level evaluation, based on the reported positive signs or symptoms.

***Comment:** None*

***Protocol:** Written policy and procedure.*

***Documentation:** Health records.*

#### **IV-C-009 Chronic Care Program**

**(reference ACA CJS 1-4C-07, Department Regulation B-06-001 HC-11/IS-D-HCP34)**

Offenders with chronic conditions, such as diabetes, hypertension and mental illness receive periodic care by a qualified health care provider in accordance with individual treatment plans, inclusive as deemed appropriate by the respective health care provider. For offenders whose chronic disease cannot be reasonably managed by the local jail facility, a Medical Transfer Request for DOC Offenders at Local Facilities Form C-05-004-B may be submitted to the Adult Reception and Diagnostic Center.

***Comment:** Chronic care guidelines are available from disease-specific organizations and various medical and physicians' associations. Qualified health care provider refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

***Protocol:** Written policy and procedure. Chronic care protocols.*

***Documentation:** Health records.*

#### **IV-C-010 Pharmaceuticals**

**(reference 7/1/2009 BJG IV-019, ACA CJS 1-4C-15, Department Regulation B-06-001 HC-17/IS-D-HCP7)**

Written policy, procedure, and practice approved by the health authority provide for the proper management of pharmaceuticals. Offenders are provided medication as prescribed.

***Comment:** None*

***Protocol:** Written policy and procedure approved by health authority. Format for documentation of medication, inventory, and storage of medication.*

***Documentation:** Health records, completed medication administration forms, inventories.*

#### **IV-C-012 Access to Sick Call**

**(reference 7/1/2009 BJG IV-021, ACA CJS 1-4C-01, Department Regulation B-06-001 HC-01/IS-D-HCP13)**

There is a process for all offenders to initiate requests for health services on a daily basis. Written policy, procedure, and practice require that sick call is conducted by a physician and/or other qualified health care personnel who are licensed, registered, or certified as appropriate to their respective professional discipline and who practice only as authorized by their license, registration, or certification. Sick call shall be available to all offenders as follows:

- Facilities with fewer than 100 offenders - 1 time per week;
- Facilities with 100 to 300 offenders - 3 times per week;
- Facilities with more than 300 offenders - 4 times per week.

If an offender's custody status precludes attendance at sick call, then arrangements shall be made to provide such services in the place of the offender's detention.

***Comment:** Qualified refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Sick call request form. Health record.*

#### **IV-C-013 Infirmary Care**

**(reference 7/1/2009 BJG IV-022, ACA CJS 1-4C-04, Department Regulation B-06-001 HC-05/IS-D-HCP20)**

If infirmary care is provided onsite, it complies with applicable state regulations and local licensing requirements. Provisions include 24-hour emergency on-call consultation with a physician, dentist and behavioral health professional. Written policy, procedure and practice provide that any offender who is identified as requiring a medical, dental, or behavioral health need for which care is not readily available from the local facility shall be immediately transferred to DPS&C. It is particularly important that smaller facilities recognize the commitment of the DPS&C to accept into their custody any DPS&C offender whose condition is problematic.

***Comment:** To ensure appropriate and coordinated transfer of healthcare management of DPS&C offenders in local jails who have health care needs, DPS&C form C-05-004-B should be completed in its entirety and faxed to 225-319-4253 at Elayn Hunt Correctional Center (Adult Reception & Diagnostic Center). The intake screening form and any other supporting documentation shall also be included when requesting transfer.*

***Protocol:** Written policy or procedure.*

***Documentation:** Admission or inpatient records. Staffing schedule. Completed form C-05-004-B.*



**ATTACHMENT E**  
**AVERAGE DAILY POPULATION**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**EAST BATON ROUGE PARISH PRISON SYSTEM - DAILY POPULATION**  
**MONTHLY STATS**

<b>January 2021</b>		Male	Female	OP	WR	Combined
	Total Prisoner Days	5,624	472	1,390	837	8,323
	Average Booked	12	3	---	---	15
	Average Released	11	5	---	---	16
	Average Daily Population	937	79	232	140	1,387

<b>GRAND TOTAL (All Months)</b>		Male	Female	OP	WR	Combined
	Total Prisoner Days	5,624	472	1,390	837	8,323
	Average Booked	12	3	---	---	15
	Average Released	11	5	---	---	16
	Average Daily Population	937	79	232	140	1,387



**ATTACHMENT F**  
**SAMPLE CONTRACT**  
***Prison Healthcare Services***

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

This contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baton Rouge, Parish of East Baton Rouge, herein referred to as City-Parish, and \_\_\_\_\_, herein referred to as "Proposer."

Proposer shall provide professional services as described herein for on-site, primary health care services to include medical, dental, and mental health, and related support services for inmates in the custody of the East Baton Rouge Parish Sheriff's Office at the East Baton Rouge Parish Prison.

Proposer agrees to proceed, upon written notice of the Purchasing Division, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All services required hereunder will be performed by Proposer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Proposer for this project shall be as follows:

The Scope of Services & Specified Requirements are as defined per Sections 8 and 18 of the RFP, attached, and made a part of this agreement.

**CONTRACT MODIFICATIONS:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Proposer change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**GENERAL REQUIREMENTS:** With the exception of the services specifically listed to be furnished by the Parish, if any, Proposer shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Proposer or their representatives at conferences and public hearings, are to be furnished at the expense of Proposer.

**SERVICES TO BE PERFORMED BY THE CITY-PARISH:** The City-Parish will furnish the Proposer without charge all information which it has in its files which may be useful to the Proposer in carrying out this work, as well as assistance in securing data from others to the extent available.

**COMPENSATION AND PAYMENT:** The City-Parish shall pay and Proposer agrees to accept compensation for the professional services to be performed under this contract, at the rates agreed, attached, and made a part of the contract.

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

**CONTRACT TIME:** The term of this contract shall begin on or about July 1, 2021, and shall extend through the contract term.

**COMMENCEMENT OF WORK:** No work shall be performed by Proposer and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Proposer and all required approvals are obtained.

**OWNERSHIP OF DOCUMENTS:** The Proposer shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, and activities. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Proposer to City-Parish, at Proposer's expense, at termination or expiration of this contract.

The Proposer shall maintain all records related to this agreement for a period of at least five (5) years after contract this contract ends.

**TERMINATION OR SUSPENSION:** The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within 30 days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days' notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days' notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three-year period, and neither party shall have any further obligation to the other party.

**TERMINATION FOR LACK OF APPROPRIATED FUNDS:** The City-Parish may terminate this agreement for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. For services funded by grants, the City-Parish shall have the right to terminate the contract or any issued task order for which funding is terminated.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Proposer shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Contractors under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Proposer shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Proposer shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Proposer agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Proposer, its agents, employees and insurer(s) hereby release the City-Parish, its agents, and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Proposer, its agents, or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

**PERSONAL INTEREST:** Proposer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Proposer further covenants that in the performance of his contract no person having any such interest shall be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Proposer shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Proposer is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**CIVIL RIGHTS COMPLIANCE:** The Proposer agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is funded in whole or in part by Federal Grants, Proposer shall comply with the Federal Requirements. Proposer shall also include these Federal Requirements in any sub-contracts.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

**RIGHT TO AUDIT:** The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts and records directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

**CONFIDENTIALITY:** The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the City-Parish and made available to the Proposer in order to carry out this contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years from contract close-out.

**ORDER OF PRECEDENCE:** The Request for Proposal (RFP), dated \_\_\_\_\_, and the Proposer's Proposal, dated \_\_\_\_\_, are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP, and/or the Proposer's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any), and finally, the Proposer's Proposal.

**GOVERNING LAW:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A)) (Section 18, 4.h.v.4.)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.
- (2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. PROPOSER acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the



PROPOSER agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the PROPOSER to meet the mobilization requirements under this AGREEMENT:  
\$250.00 per calendar day.

(b) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to PROPOSER for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by PROPOSER under the AGREEMENT, during the performance of the AGREEMENT, PROPOSER shall comply with the Equal Employment Opportunity Clause (41CFR 60-1.4(b)):

- (1) PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) PROPOSER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) PROPOSER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) PROPOSER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the PROPOSER'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the PROPOSER may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or contractor.

PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT:

Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Hazard Mitigation Assistance Guidance, Part VI. D.9, page 88;

Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, PROPOSER shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or Grants from the United States"). The Act provides that the Contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

- (a) PROPOSER shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) PROPOSER or sub-contractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate Instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The PROPOSER shall be responsible for the compliance by any sub-contractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a Proposer and sub-contractor as provided in 29 C.F.R. §5.12.

(C) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Proposer and its sub-contractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (1) Overtime requirements. No Proposer or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clause set forth in paragraph (I) of this section, the Proposer and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set

forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

- (3) Withholding for Unpaid Wages and Liquidated Damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) The Proposer and sub-contractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix 11 to Part 200 (F))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

PROPOSER shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROPOSER shall include the foregoing requirements in each subcontract exceeding \$100,000.

F. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT, PROPOSER shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the PROPOSER is required to verify that none of the Proposer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

PROPOSER must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, PROPOSER must complete and submit the Certification Regarding Lobbying Form.

#### H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

1) In the performance of this contract, the Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

#### I. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the PROPOSER subcontract any of the work under this AGREEMENT, PROPOSER shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### J. ACCESS TO RECORDS

1) PROPOSER agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents,

papers, and records of the Proposer which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

- 2) PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) PROPOSER agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

**K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by PROPOSER under the AGREEMENT, the PROPOSER will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**L. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, PROPOSER, or any other party pertaining to any matter resulting from the contract.

**M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER'S actions pertaining to this contract.

**COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

**Governing Law**

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Louisiana, except as specifically noted.

**IN WITNESS WHEREOF**, the City-Parish and Proposer have executed this contract effective as of the date first written above.

**WITNESSES:**

**CITY OF BATON ROUGE,  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
*Typed Name and Title*

**PROPOSER:**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
*Typed Name and Title*



**ATTACHMENT G**  
**EXISTING CONTRACT**  
***Prison Healthcare Services***

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**HEALTH SERVICES AGREEMENT**

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the EAST BATON ROUGE PARISH GOVERNMENT, LOUISIANA and the CITY of EAST BATON ROUGE (hereinafter collectively referred to as "PARISH"), the SHERIFF of EAST BATON ROUGE PARISH, LOUISIANA (hereinafter referred to as "SHERIFF"), and CORRECTHEALTH EAST BATON ROUGE, LLC (hereinafter referred to as "COMPANY"), is entered into as of the 21<sup>st</sup> day of December, 2016, to be effective as set forth in Paragraph 6.1, below.

**WITNESSETH:**

WHEREAS, under the provisions of Louisiana Revised Statutes 15:703, the PARISH is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the EAST BATON ROUGE PARISH PRISON, located at 2867 Brig. General Isaac Smith, Baton Rouge, LA 70807, (hereinafter called "FACILITY") and,

WHEREAS, PARISH desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, under the provisions of Louisiana Revised Statutes 15:703(B), the PARISH desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the PARISH under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

**ARTICLE I: HEALTH CARE SERVICES**

- 1.1 **General Engagement.** PARISH hereby contracts with COMPANY to provide healthcare services to inmates of the FACILITY. This care is to be delivered to individuals under the custody and control of the SHERIFF at the FACILITY, and COMPANY enters into this Agreement according to the terms and provisions herein.
- 1.2 **Scope of General Services.** The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the FACILITY. COMPANY shall provide on a regular basis, except for elective or cosmetic surgery or dental care, reasonable professional medical, mental health, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular provider care, pharmaceuticals (utilizing 340b), on-site diagnostics (laboratory and radiology), on-site emergency medical care, medical records management, and administrative support services. COMPANY will not be financially responsible for the cost of ambulance services, out-patient and in-patient hospitalizations, or any out-of-facility healthcare services.

- 1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered on-site at the FACILITY, COMPANY shall make arrangements with Sheriff for the transportation of the inmates in accordance with Section 1.8 of this Agreement for off-site healthcare services. PARISH will be financially responsible for the cost of all off-site healthcare services.
- 1.4 On-Site Emergency Services. COMPANY shall provide on-site emergency medical care, as medically necessary.
- 1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any Inmate prior to the Inmate's commitment into the custody of the FACILITY. Furthermore, COMPANY is not financially responsible for the cost of services outside the FACILITY for any medical treatment or for healthcare services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's intake medical personnel that the Inmate has been medically stabilized and has been accepted by Sheriff's personnel into the custody of the FACILITY, COMPANY will, commencing at that point, then become financially responsible for the cost of all treatment for health care services rendered on-site at the FACILITY. An Inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and / or all applicable medical clearances have been provided to the COMPANY personnel, so that the inmate can reasonably be housed inside the FACILITY.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, during, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the FACILITY prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

- 1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the SHERIFF in the FACILITY. This does not include inmates who are under guard in facilities outside of the FACILITY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by Sheriff's personnel



and become injured will be the responsibility of COMPANY as long as they are returned to the FACILITY to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of PARISH are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing of or payment for health care services.

- 1.7 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the PARISH. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well-being.
- 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty health care services, the Sheriff's Office will, upon prior request by COMPANY, provide transportation as reasonably available. When medically necessary, COMPANY shall arrange for emergency ambulance transportation of inmates. COMPANY will communicate to security staff transporting the inmate, all medical related accommodations and needs pertaining to the inmate scheduled for transport, including instructions while en route or specific health precautions. COMPANY must advise of the type of facility and location to allow for the provision of adequate security for the inmate at the receiving facility.

## ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the FACILITY, as identified on Exhibit A, which is attached hereto. Some services may be provided via tele-medicine, at the discretion of COMPANY.
- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed, certified or registered, in their respective areas of expertise as required by applicable Louisiana law, and comply with PREA standards as applicable and meet the standards outlined by the Nation Commission on Correctional Health Care and the Louisiana Basic Jail Guidelines abiding by filing requirements for medical compliance.
- 2.3 PARISH's Satisfaction with Health Care Personnel. If the Corrections Department Head and/or Warden of the FACILITY becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall following receipt of written notice from the Corrections Department Head and/or Warden of the FACILITY of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Corrections Department Head and/or Warden of the

FACILITY, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Corrections Department Head and/or Warden has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY. All personnel provided or made available by the COMPANY shall meet the security qualifications for admittance to the Facility as set forth by the Warden, and comply with the Facility's policy restricting contraband. Failure to comply with the foregoing will result in the immediate denial of admittance or removal from the Facility of that COMPANY staff member. Additionally, COMPANY shall abide and comply with established policy and procedures for the Facility as established by the SHERIFF. In the event the Warden determines that an employee of COMPANY fails to meet security qualifications for admittance to the FACILITY or has violated the FACILITY'S contraband policy, above, that employee will immediately be banned from entering the facility. The COMPANY will not be allowed reasonable time prior to removal to find a replacement.

- 2.4 Use of PARISH Personnel and Inmates in the Provision of Health Care Services. PARISH personnel and/or inmates shall not be employed or otherwise engaged by either COMPANY or PARISH in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY may engage certain health care professionals as independent contractors rather than as employees. PARISH consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement.
- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:
- a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
  - b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

### ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services, which records shall be owned by and be the property of the PARISH. COMPANY agrees to, as soon as practicable, begin maintaining all inmate medical records in a digital or electronic format, utilizing the Parish's Electronic Health Record system, and to cooperate with PARISH in any efforts by PARISH to convert inmate medical records to a digital or electronic format.

Each medical record will be maintained in accordance with applicable laws and the PARISH policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times to PARISH as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with all laws and PARISH policy with regard to access by inmates and PARISH personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by PARISH policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the PARISH. However, PARISH shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.

- 3.2 Regular Reports by COMPANY to PARISH. COMPANY shall provide to PARISH, on a date and in a form mutually acceptable to COMPANY and PARISH, reports relating to services rendered under this Agreement.

- 3.3 Inmate Information. Subject to the applicable State law, in order to assist COMPANY in providing the best possible health care services to inmates, PARISH will provide COMPANY with information pertaining to inmates that COMPANY and PARISH mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder. The COMPANY will advise the Warden if an inmate poses a health care threat to other inmates or security staff. The Warden may consult with health services staff prior to taking the following actions involving inmates who are chronically ill, physically disabled, geriatric, mentally ill or developmentally disabled:

- a. Housing assignments.
- b. Program assignments.
- c. Disciplinary measures/sanctions.
- d. Transfers to other facilities.

- 3.4 COMPANY Records Available to PARISH with Limitations on Disclosure. COMPANY shall make available to PARISH, at PARISH's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. PARISH understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the

property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by PARISH, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

- 3.5 PARISH Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, PARISH will provide COMPANY at COMPANY's request, PARISH's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, PARISH will make available to COMPANY such inmate medical records as are maintained by PARISH, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent PARISH has any control over those records) as COMPANY may reasonable request. Any such information provided by PARISH to COMPANY that PARISH considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the PARISH.

#### ARTICLE IV: SECURITY

- 4.1 General. COMPANY and the PARISH understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and FACILITY personnel, consistent with the correctional setting. The Sheriff's personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the Sheriff's Office and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against the Sheriff's Office by an inmate, employee of company or any other person in anyway whatsoever. The SHERIFF from time to time conducts emergency drills for the safety and security of the inmates and staff at the Facility. The COMPANY shall participate as required in such drills.
- 4.2 Security During Transportation Off-Site. The Sheriff's Office personnel will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the FACILITY and any other location for off-site services as contemplated herein.

## **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

- 5.1 **General.** PARISH agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, and secured internet access (minimum speeds 3MB down/3MB up) with a static public IP address as required for high definition telehealth and / or the operation and access to the Electronic Health Record. This connection will be for sole and exclusive use by the medical staff. The Sheriff will be responsible for ensuring that the FACILITY's Jail Management Software appropriately integrates with the Electronic Health Record for patient demographics and location purposes, only. Further, PARISH will cooperate with COMPANY in ensuring that the installation of the secured internet access is sufficient to allow for unencumbered access by the medical staff and operational remote support from the COMPANY corporate office IT staff for the COMPANY line of business applications.

PARISH will pay for the utilities (gas, electric, water, phone lines, long distance telephone service, and internet access, as described above). Further, PARISH will provide for all capital (greater than \$500) medical equipment. PARISH will provide for necessary maintenance and housekeeping of the office space and medical facilities.

COMPANY will pay for all medical and office supplies, biohazardous waste removal, and non-capital (less than \$500) medical equipment.

- 5.2 **Delivery of Possession.** At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by PARISH personnel. This inventory will be reviewed and approved in writing by the authorized agent of the PARISH as well as the COMPANY. PARISH will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the FACILITY's health care unit. At the termination of this or any subsequent Agreement, COMPANY will return to the PARISH possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the FACILITY's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the PARISH personnel, for proper acceptance.

## **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

- 6.1 **Initial Term.** The initial term of this Agreement will be January 1, 2017 through December 31, 2017. This Agreement is renewable for two one-year annual terms, subject to the terms of the Agreement, unless either party delivers written notice of non-renewal to the other party at least one hundred and twenty (120) days prior to the expiration of the then-existing term.
- 6.2 **Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by Agreement. In the event that the PARISH and COMPANY mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination by Cancellation. This Agreement may be canceled, without cause, by either the PARISH or the COMPANY upon hundred and twenty (120) days prior written notice in accordance with Section 9.3 this Agreement.
- c. Termination for Cause. The PARISH may terminate this contract for cause based upon the failure of the COMPANY to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the PARISH shall give the COMPANY written notice specifying the COMPANY's failure. If within thirty (30) days after receipt of such notice, the COMPANY shall not have either corrected such failure or, in the case of failure which cannot be corrected within (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place the COMPANY in default and the Agreement shall terminate on the date specified in such notice.

- 6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the FACILITY, will be transferred from COMPANY to PARISH. In addition, upon the termination of this Agreement, PARISH will be responsible for all billing related activity as it relates to off-site healthcare claims, regardless of the date of service for the off-site healthcare. COMPANY will provide adjudication for off-site healthcare claims as requested by the PARISH for the last month of service of this Agreement.

## ARTICLE VII: COMPENSATION

- 7.1 Base Compensation and Per Diem Compensation. PARISH will pay COMPANY an annual base of \$5,292,429.96. Payments will be \$ 441,035.83 per month. This compensation level assumes an average inmate population of 1500 inmates per day as measured each month. Should the average daily inmate population be more than 1500 for two (2) consecutive months, the PARISH agrees to compensate COMPANY an additional \$2.90 per inmate per day for each inmate in excess of 1500. In addition, should the average daily inmate population increase by 20% or more, the parties agree to negotiate in good faith for increased compensation to COMPANY for additional healthcare services and staffing.

COMPANY will invoice PARISH during the month prior to the month of service. PARISH agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.2 Inmates from Other Jurisdictions. Healthcare rendered within the FACILITY to inmates from jurisdictions other than PARISH, and housed in the FACILITY pursuant to written contracts between PARISH and such other jurisdictions or the State of Louisiana, or by



statute will be the responsibility of COMPANY but as limited by this Agreement. Healthcare that cannot be rendered within the FACILITY will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Louisiana, or the PARISH. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the FACILITY on ex parte orders. COMPANY shall directly bill other jurisdictions for onsite professional healthcare fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the FACILITY. A nominal standard fee schedule will be utilized and is available upon request. PARISH agrees to assist COMPANY with these billing activities, as required by either a new or changed FACILITY.

- 7.3 Change in Standard of Care or Scope in Services. The price in Section 7.1, above reflects the scope of services as outlined herein and the current adequate and reasonable standard of care with regard to health care services and the current FACILITY. Should the PARISH build a new FACILITY or substantially change the existing FACILITY, PARISH agrees to negotiate in good faith with COMPANY for services and compensation.

Further, should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the PARISH.

- 7.4 Late Payments. The PARISH shall pay COMPANY interest on all undisputed payments hereunder that are not paid within sixty (60) days from date due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full.

- 7.5 Annual Renewals. Beginning one (1) year from the effective date in Section 6.1, above (hereinafter referred to as the "anniversary date"), and on each subsequent anniversary date, the compensation paid to COMPANY, including the base compensation and the per diem rate, as specified in Section 7.1, shall be adjusted by the changes in the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States for the previous twelve (12) months. Percentage changes shall not exceed five percent (5%) upwards or downwards in any one year of the contract.

#### **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT**

- 8.1 Insurance. COMPANY shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be cancelled without notice of

cancellation given to the Parish of East Baton Rouge, in writing, on all of the required coverage provided to East Baton Rouge Parish. All notices will name COMPANY, and identify the Council Resolution approving the terms of this Agreement. The PARISH may examine the policies at any time and without notice.

a) All policies and certificates of insurance of the firm shall contain the following clauses:

- i) COMPANY Insurers will have no right of recovery or subrogation against the PARISH and SHERIFF.
- ii) The PARISH and SHERIFF shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by COMPANY.
- iii) The insurance company(ies) issuing the policy or policies shall have no recourse against the PARISH and SHERIFF for payment of any premiums or for assessments under any form of policy.
- iv) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of COMPANY.

b) Prior to the execution of this Agreement COMPANY shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with Insurers with an A.M. Best rating of no less than A:VI.

- i) In the event COMPANY hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least One Million Dollars (\$1,000,000.00) per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- ii) Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
- iii) Business Automobile Liability Insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.
- iv) COMPANY shall enroll in the Louisiana Patient's Compensation Fund and maintain Professional Liability/Medical Malpractice Insurance coverage limits as set forth by the Louisiana Patient's Compensation Fund, covering COMPANY and any personnel eligible for such insurance coverage by virtue of their status as a health care provider in accordance with La R.S. 40:1299.41 et seq.



- c) All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing COMPANYS policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, COMPANY shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.
- d) Upon failure of COMPANY to furnish, to deliver and maintain such insurance as above provided, the contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of COMPANY to take out and/or to maintain insurance shall not relieve COMPANY from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of COMPANY concerning indemnification.

8.2 Indemnification. COMPANY shall indemnify, defend and hold PARISH and SHERIFF harmless from and against any and all claims against PARISH and SHERIFF arising out of COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the PARISH or SHERIFF for their employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or the SHERIFF in failing to promptly present an ill or injured inmate to COMPANY for treatment. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against PARISH or SHERIFF by an inmate, employee of company or any other person in any way whatsoever. Further, the COMPANY will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including COMPANY's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

#### ARTICLE IX: MISCELLANEOUS

- 9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide medical care to inmates at the FACILITY under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between the parties.
- 9.2 Court Appearance by COMPANY Employees. In the event COMPANY's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of PARISH this shall be part of their service time pursuant to this agreement. PARISH shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

- (a) PARISH: City-Parish of East Baton Rouge  
Attn: Office of Mayor-President  
222 St. Louis Street  
Baton Rouge, LA 70802
- (b) COMPANY: CorrectHealth East Baton Rouge, LLC  
ATTN: Carlo A. Musso M.D.  
3384 Peachtree Road, NE, Suite 700  
Atlanta, GA 30326
- (c) SHERIFF: East Baton Rouge Sheriff's Office  
Attn: Warden Dennis Grimes  
2867 General Isaac Smith  
Scotlandville, LA 70807

Notices shall be effective upon receipt regardless of the form used.

- 9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.7 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which PARISH is a party and which relate to the providing of medical care to inmates at the FACILITY. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

- 9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.
- 9.10 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.11 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 9.14 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Louisiana, except as specifically noted.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

EAST BATON ROUGE PARISH, LOUISIANA

By: Melvin J. Kip Holder  
Title: Mayor - President  
Print Name: Melvin J. "Kip" Holder  
Date: 12-21-16

CORRECTHEALTH EAST BATON ROUGE, LLC ("COMPANY")

By: Stacy M. Scott  
Title: CHIEF LEGAL OFFICER  
Print Name: STACY M. SCOTT  
Date: 12-20-16

SHERIFF OF EAST BATON ROUGE PARISH, LOUISIANA

By: Sid J. Gautreaux  
Title: Sheriff  
Print Name: Sid J. Gautreaux, III  
Date: 12-27-16

Approved by:  
William B. Daniel IV, PE  
Chief Administrative Officer

APPROVED  
[Signature]  
PARISH ATTORNEY'S OFFICE

# EXHIBIT A - STAFFING

STAFFING MATRIX		
Personnel	FTE	Hours/Week
<b>Medical Providers</b>		
Medical Director	0.50	20
Nurse Practitioner	1.00	40
<b>Mental Health Providers</b>		
Psychiatrist	0.20	8
Nurse Practitioner - Mental Health	0.60	24
Licensed Clinical Social Worker	1.00	40
<b>Dental Providers</b>		
Dentist	0.20	8
<b>Management</b>		
Health Services Administrator	1.00	40
Director of Nursing	1.00	40
CQI / Infection Control Coordinator	1.00	40
Administrative Assistant	1.00	40
<b>Intake</b>		
LPN AP	2.10	84
LPN PA	2.10	84
<b>Clinic</b>		
RN House Supervisor AP	2.10	84
RN House Supervisor PA	2.10	84
LPN D	1.00	40
<b>Infirmery</b>		
LPN AP	4.20	168
LPN PA	4.20	168
CT AP	2.10	84
CT PA	2.10	84
<b>Medication Administration</b>		
LPN AP	8.40	336
<b>Medical Records</b>		
Supervisor Medical Records / IT Support	1.00	40
<b>Total</b>	<b>38.50</b>	<b>1556</b>

**ADOPTED**  
METROPOLITAN COUNCIL

NOV 22 2016

*Cosmy Cash*  
COUNCIL ADMINISTRATOR TREASURER

REVISION

RESOLUTION **52534**

AUTHORIZING THE MAYOR-PRESIDENT TO  
ENTER INTO A HEALTH SERVICES  
AGREEMENT WITH CORRECTHEALTH EAST  
BATON ROUGE, LLC TO PROVIDE HEALTH  
CARE FOR INMATES AND/OR DETAINEES  
OF THE EAST BATON ROUGE PARISH  
PRISON BEGINNING JANUARY 1, 2017.

BE IT RESOLVED by the Metropolitan Council of the  
Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The Mayor-President is hereby  
authorized to enter into a health services agreement with  
CorrectHealth East Baton Rouge, LLC to provide health care  
for inmates and/or detainees of the East Baton Rouge Parish  
Prison beginning January 1, 2017, for a term of one (1)  
year, with two (2) one-year options to renew.

Section 2. Said agreement shall be approved by  
the Office of the Parish Attorney as to form and legality.

## East Baton Rouge Parish Jail Healthcare Services

As noted in several EBR parish commissioned studies, healthcare services at the East Baton Rouge Parish Jail are inconsistent and improvement is needed.

While these challenges have persisted since the closure of Earl K. Long, recent lawsuits, the necessity to re-procure elements of prison healthcare services and the inability to secure consistent healthcare leadership at the jail have brought this issue to a critical point.

CorrectHealth has been identified as a private correctional healthcare provider who can quickly address critical areas of concern in the jail healthcare unit which include:

- provide immediate leadership and expertise
- reduce inappropriate emergency room transfers while increasing access to care
- improve the chronic disease and mental health programs
- use telehealth to a greater extent to mitigate costs
- put healthcare at the jail on a path to meet or exceed national correctional standards

CorrectHealth's expertise in this area will allow them to provide these services at a comparable cost with staffing that allows them to not only offer employment to all of the existing staff but to add to the staff at the jail.

More about CorrectHealth and their qualifications below.

- Experience – CorrectHealth is a physician owned and operated correctional healthcare company. Organized in 2000 by Louisiana native Dr. Carlo Musso, CorrectHealth provides healthcare services to over 40 jails, prisons and youth detention centers, caring for near 15,000 patients throughout the Southeast. Our success is the result of providing excellent comprehensive and turnkey inmate healthcare.
- Capacity - CorrectHealth has provided service to large facilities with inmate populations of over 2,500. Each facility plan is customized to meet the unique needs of its specific healthcare operation.
- Geography – CorrectHealth's footprint in Louisiana is broad, currently serving the following parishes:
  - St. Mary
  - Lafourche
  - Iberia
  - Jefferson
  - Plaquemines
  - St. Bernard
  - Tangipahoa
- Workforce – CorrectHealth has over 400 doctors, nurses, mental health providers, healthcare professionals and support personnel. This talent pool allows CorrectHealth to quickly and effectively fill prison healthcare needs as they may arise.
- Short notice, crisis assistance – As the challenges of prison healthcare grow, CorrectHealth has been increasingly called on to provide leadership and services with very short notice – sometimes only a week or two. CorrectHealth's corporate resources and experience have allowed it to facilitate rapid turnaround and incorporate nationally accepted standards to facilities in need.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling Seacrest Partners, Inc P O Box 724137  Atlanta GA 31139		<b>CONTACT NAME:</b> Juliana Major <b>PHONE (A/C, No, Ext):</b> (878)424-6500 <b>FAX (A/C, No):</b> (878)424-6501 <b>E-MAIL ADDRESS:</b> jmajor@sspins.com																									
<b>INSURED</b> CorrectHealth East Baton Rouge, LLC 3384 Peachtree Road, NE Suite 700 Atlanta GA 30326		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>Ironshore Specialty Insurance</td><td>AXIV</td><td>25445</td></tr><tr><td>INSURER B:</td><td>Selective Insurance Company of the SE</td><td>AXIV</td><td>39926</td></tr><tr><td>INSURER C:</td><td>Louisiana Workers' Compensation Corp</td><td>AXII</td><td>22350</td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Ironshore Specialty Insurance	AXIV	25445	INSURER B:	Selective Insurance Company of the SE	AXIV	39926	INSURER C:	Louisiana Workers' Compensation Corp	AXII	22350	INSURER D:				INSURER E:				INSURER F:			
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INSURER C:	Louisiana Workers' Compensation Corp	AXII	22350																								
INSURER D:																											
INSURER E:																											
INSURER F:																											

**COVERAGES****CERTIFICATE NUMBER:** 17-18 East Baton Rouge**REVISION NUMBER:**

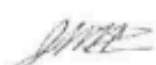
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retro Date: 11/01/2002 Deductible: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	002203303	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OPAGG \$ Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	\$1872727	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	148444	11/03/2017	11/03/2018
A	Professional Liability Deductible: \$50,000 Retro: 11/01/2002			002203303	11/01/2017	11/01/2018	Each Claim Limit \$1,000,000 Aggregate Limit \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

East Baton Rouge Parish Government, Louisiana, City of East Baton Rouge and the Sheriff of East Baton Rouge Parish, Louisiana are included as an additional insured on the General Liability and Auto Liability policies and granted a Waiver of Subrogation on the General Liability, Auto Liability and Workers' Compensation policies as required by written contract subject to policy terms, conditions and exclusions. All Liability policies have been endorsed to provide the certificate holder (30) days notice of cancellation, except for non-payment, when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City-Parish of East Baton Rouge Finance Department P.O. Box 1471  Baton Rouge LA 70821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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The current purchasing ordinance requires approval of the Metropolitan Council, the Office of the Parish Attorney, and the Mayor-President on all professional services contracts (PSC) and operating services contracts (OSC) exceeding \$17,500. The Metropolitan Council, through the adoption of the 2018 *Annual Operating Budget* (AOB), authorizes the Mayor-President to enter into the professional and operating services contracts with the named individuals listed below (contract amounts have been rounded to the nearest \$10). Listing of the contracts in this section does not preclude the requirement to satisfy all procurement and other review requirements. Cooperative endeavor and operating agreements with non-profit or governmental agencies are contingent upon annual appropriations.

Contracts listed for information purposes only include contracts for which the amount does not require Council approval:

- (BID) Contracts that are awarded based on the lowest bids received by the Purchasing Department;
- (RFP) Contracts awarded based on a formal Request For Proposal process through the Purchasing Department;
- (RFQ) Contracts awarded based on a formal Request For Qualification process through the Purchasing Department;
- (SSP) Maintenance on systems that can be performed only by the system vendor as a Sole Source Provider.

Department/Division	Maximum Contract Amount
MMR Communications. Maintenance on security canopy software, cameras, and infrastructure equipment. (OSC/AOB)	\$35,000 per year
Shotspotter, Inc. Maintenance on Gun Shot Detection and Location Systems. (OSC/SSP)	\$222,600 per year
Netmotion Premium Maintenance. For network security of department laptops.	\$25,000 budgeted
Star Services Inc. Maintenance on HVAC for Public Safety Complex.	Not to exceed \$432,290
<b><u>Baton Rouge Fire Department</u></b>	
Matrix, Inc.. Provide services for pre-employment and fit for duty exams, psychological screening, diffusion, debriefing or professional consultations.	17,500 budgeted
Spartan Services Group LLC. Provide psychological assessments, truth verification, background investigations, critical incident stress management and promotion testing.	17,500 budgeted
<b><u>Prison Medical Services</u></b>	
CorrectHealth East Baton Rouge LLC. Medical services for inmates at the EBR Parish Prison. (PSC)	\$5,617,500 budgeted
<b><u>Department of Juvenile Services</u></b>	
Convenient Care d/b/a Total Occupational Medicine. Medical services for detainees. (PSC/AOB)	\$142,000 budgeted
Dr. Brandon Ramano. Psychological and substance abuse services; and psychosexual evaluation and treatment of juveniles. (PSC/AOB)	\$75,000 budgeted
Dr. Lynn Simon d/b/a Professional Management Services. Psychiatric services for detainees. (PSC/AOB)	\$30,000 per year
<b><u>Department of Transportation and Drainage</u></b>	
United States Geological Survey. Data collection on storm water resources. (OSC/AOB)	Not to exceed \$52,500
Capital Area Ground Water Conservation Commission. Development and maintenance of a computer model to simulate groundwater flow and saltwater movement in the Baton Rouge sands. Metropolitan Council Resolution No. 49962. (PSC/AOB)	\$33,000 per year
United States Geological Survey. Streamgaging project. (PSC/AOB)	Not to exceed \$96,160
Assistance to Field Engineering in inspection of state and federal projects. (PSC/AOB)	Not to exceed \$125,000
Star Electrical Contractors, LLC. Provide maintenance of lights on Mississippi River Bridge.(PSC)	Not to exceed \$30,000
Highway Graphics, Inc. Parishwide pavement marking contract. (PSC/AOB)*	Not to exceed \$368,100



3384 Peachtree Road, NE, Suite 700 • Atlanta, GA • 30326

Phone 770-692-4750 • Fax 770-692-4754 • [www.CorrectHealth.org](http://www.CorrectHealth.org)

December 19, 2017

**VIA EMAIL** ([mhanlon@brgov.com](mailto:mhanlon@brgov.com))

Marsha J. Hanlon, Finance Director

City of Baton Rouge - Parish of East Baton Rouge

P.O. Box 1471

Baton Rouge, LA 70821

RE: Health Services Agreement – Renewal (01/01/18 – 12/31/18)

Dear Marsha,

Thank you for the opportunity to continue to serve the East Baton Rouge Parish Prison. As you may know, our Health Services Agreement is due for renewal on January 1, 2018. To that end, I am enclosing an Amendment, which will renew our contract from January 1, 2018 through December 31, 2018 and provide for the annual CPI-W adjustment (2.1%), pursuant to our original Health Services Agreement.

Based on this increase, effective January 1, 2018, our fees will be, as follows:

	Annual Rate	Monthly Rate	Per Dlem (> 1500)
Current Billing	\$5,292,429.96	\$441,035.83	\$2.90
CPI -W Increase (2.1%)	\$111,141.03	\$9,261.75	\$0.06
New Amount	\$5,403,570.99	\$450,297.58	\$2.96

If the Amendment meets with your approval, please execute two (2) Originals and return them to me for signature.

Again, it continues to be our pleasure to serve you and the East Baton Rouge Parish Prison. Thank you for your continued confidence in the work we do.

Sincerely,

Stacy M. Scbtt, Esq.

Chief Legal Officer

CorrectHealth East Baton Rouge, LLC

AMENDMENT  
HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the EAST BATON ROUGE PARISH GOVERNMENT, LOUISIANA and the CITY OF EAST BATON ROUGE (hereinafter collectively referred to as "PARISH"), the SHERIFF OF EAST BATON ROUGE PARISH, LOUISIANA (hereinafter referred to as "SHERIFF"), and CORRECTHEALTH EAST BATON ROUGE, LLC (hereinafter referred to as "COMPANY"), originally entered into as of January 1, 2017 is hereby amended, effective January 1, 2019. The compensation paid and the scope of services provided to PARISH will change, as stated below. All other contract provisions will remain the same.

**ARTICLE VI, SECTION 6.1 IS AMENDED BY DELETING ARTICLE VI, SECTION 6.1, IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

- 6.1 Term. This Amendment will be effective January 1, 2019 through December 31, 2019. This Agreement is renewable for one (1) year annual terms, subject to the terms of the Agreement, unless either party delivers written notice of non-renewal to the other party at least one hundred and twenty (120) days prior to the expiration of the then-existing term.

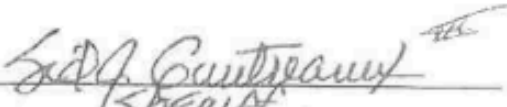
**ARTICLE VII, SECTION 7.1 IS AMENDED BY DELETING ARTICLE VII, SECTION 7.1 IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

- 7.1 Base Compensation & Per Diem Compensation. PARISH will pay COMPANY an annual base of \$5,490,059.88. Payments will be \$457,504.99 a month. This compensation level assumes an average inmate population of 1500 inmates per day as measured each month. Should the average daily inmate population be more than 1500 for two (2) consecutive months, the PARISH agrees to compensate COMPANY an additional \$3.02 per inmate per day for each inmate in excess of 1500. In addition, should the average daily inmate population increase by 20% or more, the parties agree to negotiate in good faith for increased compensation to COMPANY for additional healthcare services and staffing.

COMPANY will invoice PARISH during the month prior to the month of service. PARISH agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

**SHERIFF OF EAST BATON ROUGE PARISH, LOUISIANA**

By:   
Title: SHERIFF  
Print Name: Sid J. Cantreaux  
Date: 1-15-19

EAST BATON ROUGE PARISH, LOUISIANA

By: Sharon Weston Broome

Title: Mayor-President

Print Name: Sharon Weston Broome

Date: 1/29/19

Approved: Marsha Hanlon

Title: Finance Director

Print Name: Marsha Hanlon

Date: 1/8/19

Approved: Darryl Gissel

Title: Chief Administrative Officer

Print Name: Darryl Gissel

Date: \_\_\_\_\_

Approved as to form: Robert M. Abbott

Title: Office of the Parish Attorney

Print Name: Robert M. Abbott

Date: 1/23/2019

APPROVED AS TO FORM

PARISH ATTORNEY'S OFFICE

CORRECTHEALTH EAST BATON ROUGE, LLC

By: Stacy M. Scott

Title: Chief Legal Officer

Print Name: Stacy M. Scott

Date: December 31, 2018



AMENDMENT  
HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the EAST BATON ROUGE PARISH GOVERNMENT, LOUISIANA and the CITY OF EAST BATON ROUGE (hereinafter collectively referred to as "PARISH"), the SHERIFF OF EAST BATON ROUGE PARISH, LOUISIANA (hereinafter referred to as "SHERIFF"), and CORRECTHEALTH EAST BATON ROUGE, LLC (hereinafter referred to as "COMPANY"), originally entered into as of January 1, 2017 is hereby amended, effective January 1, 2020. The compensation paid and the scope of services provided to PARISH will change, as stated below. All other contract provisions will remain the same.

ARTICLE VI, SECTION 6.1 IS AMENDED BY DELETING ARTICLE VI, SECTION 6.1, IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:

- 6.1 Term. This Amendment will be effective January 1, 2020 through December 31, 2020. This Agreement is renewable for one (1) year annual terms, subject to the terms of the Agreement, unless either party delivers written notice of non-renewal to the other party at least one hundred and twenty (120) days prior to the expiration of the then-existing term.

ARTICLE VII, SECTION 7.1 & 7.5 IS AMENDED BY DELETING ARTICLE VII, SECTION 7.1 & 7.5 IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annual base of \$5,654,760. Payments will be \$471,230 month. This compensation level assumes an average Inmate population of 1500 inmates per day as measured each month. Should the average daily Inmate population be more than 1500 for two (2) consecutive months, the PARISH agrees to compensate COMPANY an additional \$3.11 per inmate per day for each Inmate in excess of 1500. In addition, should the average daily inmate population increase by 20% or more, the parties agree to negotiate in good faith for increased compensation to COMPANY for additional healthcare services and staffing.

COMPANY will invoice PARISH during the month prior to the month of service. PARISH agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.5 Annual Renewals. Beginning one (1) year from the effective date in Section 6.1, above (hereinafter referred to as the "anniversary date"), and on each subsequent anniversary date, the compensation paid to COMPANY, including the base compensation and the per diem rate, as specified in Section 7.1, shall be adjusted by the changes in the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States for the previous twelve (12) months. Percentage changes shall not exceed five percent (5%) upward or downward in any one year of the contract or limited to the amount approved by the Metropolitan Council in the Annual Operating Budget.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

CORRECTHEALTH EAST BATON ROUGE, LLC

By: Carlo A. Musso  
Title: President  
Print Name: Carlo A. Musso, M.D.  
Date: January 8, 2020

SHERIFF OF EAST BATON ROUGE PARISH, LOUISIANA

By: Sid J. Cantreaux III  
Title: SHERIFF  
Print Name: Sid J. Cantreaux III  
Date: 1-15-2020

EAST BATON ROUGE PARISH, LOUISIANA

By: Sharon Weston Broome  
Title: Mayor-President  
Print Name: Sharon Weston Broome  
Date: 1-17-2020

Approved: Linda Hunt  
Title: Finance Director  
Print Name: Linda Hunt  
Date: 1/15/2020

Approved: \_\_\_\_\_  
Title: Chief Administrative Officer  
Print Name: Darryl Gissel  
Date: \_\_\_\_\_

Approved as to form: Robert H. Abbey  
Title: Office of the Parish Attorney  
Print Name: Robert H. Abbey  
Date: 1/15/20

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